

# Bidding Document

(ICB for Goods)

For

**Procurement of Hydrographic Survey and Related Equipment**

<b>Lot-1: BRWTP-G-2-01</b>	<b>Hydrographic Survey Equipment</b>
<b>Lot-2: BRWTP-G-2-02</b>	<b>Navigation System Equipment</b>
<b>Lot-3: BRWTP-G-2-03</b>	<b>Other Equipment and Software</b>

**ICB No: BRWTP-G-2**

**Project: Bangladesh Regional Waterway Transport Project-1**

(Dredging in Chittagong-Dhaka-Ashuganj IWT Corridor along with associated linked routes and construction of terminal with allied infrastructure)

**Purchaser: Bangladesh Inland Water Transport Authority (BIWTA)**

**Country: Bangladesh**

**Issued on: 05 May 2021**



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# PART 1 – Bidding Procedures

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## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and**
  - 3.1 The Bank requires compliance with its policy in regard to

## Fraudulent Practices

corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## 4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one

bid; or

- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially

or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## **5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### **B. Contents of Bidding Document**

#### **6. Sections of Bidding Document**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

#### **PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

#### **PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an

accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **11. Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed schedules, in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Letter of Bid and Price Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided

under ITB 20.2. All blank spaces shall be filled in with the information requested.

### **13. Alternative Bids**

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

### **14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.

14.8 Prices shall be quoted as specified in each Price Schedule

included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already

imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

## **15. Currencies of Bid and Payment**

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

## **16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods

conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications of  
the Bidder**

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-

stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

#### **18. Period of Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

#### **19. Bid Security**

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB41; or
    - (ii) furnish a performance security in accordance with

## ITB 42.

19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the

bid.

#### **D. Submission and Opening of Bids**

### **21. Sealing and Marking of Bids**

21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### **22. Deadline for Submission of Bids**

22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.**

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **23. Late Bids**

23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### **24. Withdrawal, Substitution, and Modification of**

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of

**Bids**

the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION”

shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

#### **E. Evaluation and Comparison of Bids**

#### **26. Confidentiality**

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially

responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities,  
Errors and  
Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of  
Arithmetical  
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and

### Qualification Criteria

- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

### **35. Comparison of Bids**

- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **36. Qualification of the Bidder**

- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and

#### Qualification Criteria.

- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

#### F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- i) name of each Bidder who submitted a Bid;
- (ii) prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **42. Performance Security**

Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a

bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent

42.1 financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: Memo No. 18.11.0000.181.14.192.21.292 Dated: 05 May 2021
ITB 1.1	The Purchaser is: <b>Bangladesh Inland Water Transport Authority (BIWTA)</b> represented by the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1).
ITB 1.1	The name of the ICB is: <b>Procurement of Hydrographic Survey and Related Equipment.</b> The identification number of the ICB is: <b>BRWTP-G-2</b> The number and identification of lots (contracts) comprising this ICB is: <b>03(three) Lots as shown below:</b>  <b>Lot-1: BRWTP-G-2-01: Hydrographic Survey Equipment.</b> <b>Lot-2: BRWTP-G-2-02: Navigation System Equipment.</b> <b>Lot-3: BRWTP-G-2-03: Other Equipment and Software.</b>
ITB 2.1	The Borrower is: <b>The People's Republic of Bangladesh.</b>
ITB 2.1	Loan or Financing Agreement amount: <b>US\$360 million</b> (IDA Credit No:5842-BD)
ITB 2.1	The name of the Project is: <b>Bangladesh Regional Waterway Transport Project-1 (BRWTP-1)</b> (Dredging in Chittagong-Dhaka-Ashuganj IWT Corridor along with associated linked routes and construction of terminal with allied infrastructure)
ITB 4.1	Maximum number of members in the JV shall be: <b>3(three)</b>
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
	B. Contents of Bidding Documents
ITB 7.1	For <b>Clarification of bid purposes</b> only, the Purchaser's address is: <b>Bangladesh Regional Waterway Transport Project 1, BIWTA</b> Attention: 1. <b>Project Director</b> 2. <b>Mr. Md. Monzurul Haque, Member Secretary of BEC, BRWTP-G-2</b> Address: <b>Office of the Project Director, BRWTP-1, BIWTA, BSC Tower,</b>

	<p>(level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka-1000, Bangladesh  Telephone: 1. +88-02-41050564, 2. +88-01722 179479  Facsimile number: +88-02-41050565  Electronic mail address:  1. <u><a href="mailto:pd.brwtp1.biwta@gmail.com">pd.brwtp1.biwta@gmail.com</a></u>; <u><a href="mailto:mhasansalim@gmail.com">mhasansalim@gmail.com</a></u>  2. <u><a href="mailto:monzubiwta@gmail.com">monzubiwta@gmail.com</a></u>  Requests for clarification should be received by the Employer no later than:  <b>18(Eighteen) days</b> prior to the deadline for submission of Bid.</p>
ITB 7.1	Web page: <u><a href="http://www.biwta.gov.bd">www.biwta.gov.bd</a></u>
	<b>C. Preparation of Bids</b>
ITB 10.1	<p>The language of the bid is: <b>English</b>  All correspondence exchange shall be in <b>English</b> language.  Language for translation of supporting documents and printed literature is <b>English</b>.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>(i) <b>Legal documents</b> (e.g. Certificate of Incorporation/ Registered Deed of partnership/ Registration of sole proprietorship (including copy of valid Trade License, VAT Registration Certificate, updated Income Tax Payment Certificate with Tax Identification Number (TIN) for Bidders from the Purchaser's country), etc. required for operation of similar business as applicable in the Bidder's country;</li> <li>(ii) <u>Manufacturer's printed catalogues, technical documentation and/or brochures</u> supporting the technical specifications/features of the Goods (equipment and software) offered by the Bidder.</li> <li>(iii) <b>Documentary evidence of availability of service facilities, spare parts inventories and service personnel in Bangladesh</b> (own or sub-contracted) for maintenance and repair of the Goods offered. Such evidence should include description of requisite service facilities (including necessary equipment and tools), qualified service personnel (certified by manufacturers, if applicable, copies of relevant certificates to be enclosed) and sufficient stock of common spare parts and consumables that may be required during at least the warranty period. In case the required service facilities, personnel and spare parts inventories are not available in Bangladesh at the time of bidding, the Bidder shall provide written commitment to comply with this requirement and establish the service facilities and spare parts inventories and ensure trained and certified service personnel not later than Delivery Date of the Goods. Also, pursuant to BDS/ITB Clause 17.2(b), in case of a Bidder not doing business within the Purchaser's Country, the Bidder shall submit a declaration / confirmation letter that he is or will be (if awarded the contract) represented by an Agent in Bangladesh equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</li> <li>(iv) <b>Copies of valid ISO certificates</b> (if applicable) of the manufacturers of the Goods offered.</li> </ul>

	<p>(v) <b>List of recommended spare parts, consumables and instrument/tools</b> to cover 5 years of operation of the Goods offered by the Bidder.</p> <p><b>Note:</b>  <i>Copies of documents, such as certificates/legal documents/manufacturers' authorizations submitted with the Bid, shall be duly attested by a Bidder's authorized representative or another Bidder's official, empowered to bind the Bidder. Attestation shall include the name, designation, seal and telephone/cell number of such official. However, if required by the law of the country concerned, such copies shall be duly notarized by a Notary or verified by appropriate Chamber of Commerce Official with the name, designation, seal and contact details, as applicable.</i></p>
<b>ITB 13.1</b>	Alternative Bids <b>shall not</b> be considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	Prices quoted for each lot (contract) shall correspond at least to <b>one hundred percent (100%)</b> of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to <b>one hundred percent (100%)</b> of the quantities specified for this item of a lot.
<b>ITB 14.7</b>	The Incoterms edition is: <b>Incoterms 2010</b>
<b>ITB 14.8 (b) (i) and (c) (v)</b>	Place of Destination: <b>For delivery by sea: Internal Container Depot (ICD) Kamlapur, Dhaka.</b> <b>For delivery by air: Hajrat Shahjalal International Airport, Dhaka.</b> <b>For delivery by land transport: Benapole, Jashore, Bangladesh.</b> <b>Noted</b> that the Purchaser shall pay, upon submission of demand note or document of reimbursable, the Customs duties (CD) and Value Added Tax (VAT) and other taxes/levies under Custom Duty Structure of Bangladesh on the imported Goods under the Contract (incurred at the named place of destination). However, customs formalities including appointment of, and payment to, clearing and forwarding (C&F) agent, shall be done by the Supplier and included in the price. Port duties and all other charges including demurrage charges (if any) at port shall be borne by the Supplier. The contract of carriage shall also include unloading at the named place of destination and respective costs shall be borne by the Supplier.
<b>ITB 14.8 (a) (iii);(b) (ii) and (c)(v)</b>	Final Destination (Project Site): <b>BIWTA's Store, Khanpur, Narayanganj, Bangladesh</b>
<b>ITB 15.1</b>	The prices shall be quoted by the <b>Bidder in Bangladesh Taka (BDT) or any freely convertible currency</b> subject to a maximum of three (3) foreign currencies. The Bidder <b>is not mandatorily required</b> to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts) shall be: <b>5(Five) years.</b>

ITB 17.2 (a)	Manufacturer's authorization is <b>required for Lot-1 &amp; Lot-2.</b>
ITB 17.2 (b)	<p>After sales service is <b>required.</b></p> <p><i>Noted that in case of a Bidder not doing business within the Purchaser's Country, the Bidder shall submit a declaration / confirmation letter that he is or will be (if awarded the contract) represented by an Agent (or Agents) in Bangladesh (preferably in Dhaka City) equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract Clause 28 and/or Technical Specifications. In particular, such Agent(s) shall be well-equipped and well-manned with adequate qualified (and certified by manufacturers, if applicable)Engineer(s)/Technical personnel for providing warranty diagnostics/repairs and support service, including maintenance and system up-gradation of the offered Goods, and spare parts stocking obligations at least during the warranty period prescribed by GCC/SCC Sub-Clause 28.3. The Bidder shall ensure that such service facilities, service personnel and spare parts stock are made available not later than the Delivery Date of the Goods.</i></p>
ITB 18.1	The bid validity period shall be: <b>180 (One Hundred Eighty) days</b> from the Bid submission deadline date.
ITB 18.3 (a)	Not applicable
ITB 19.1	<p>Either a bid security <b>shall be required</b></p> <p><b>Or</b></p> <p>a Bid-Securing Declaration <b>shall be required</b> as per prescribed Form</p> <p>In case of bid security, the amount and currency of the bid security shall be</p> <p><b>Lot-1: BRWTP-G-2-01: US\$ 50,000(US Dollar Fifty thousand)</b></p> <p><b>Lot-2: BRWTP-G-2-02: US\$ 5,000(US Dollar Five thousand)</b></p> <p><b>Lot-3: BRWTP-G-2-03: US\$ 7,000(US Dollar Seven thousand)</b></p> <p>or equivalent amount in Bangladesh Taka or in any other freely convertible currency(determined at the exchange rate established by the source specified in ITB/BDS Sub-Clause 32.1 for the Bid submission deadline date).</p>
ITB 19.3	<p>The bid security shall be an <b>unconditional guarantee issued by a scheduled Bank in Bangladesh</b> in accordance with the Form of Bid Security (bank guarantee) included in Section IV, Bidding Forms.</p> <p>In case of bid security issued by a bank located outside of the Purchaser's country, it should be <b>endorsed by a scheduled bank in Bangladesh.</b></p> <p>Other types of acceptable securities: A Bid-Securing Declaration is acceptable as per Bidding Document.</p>
ITB 19.9	Five (5) years
ITB 20.1	<p>In addition to the original of the Bid, the number of copies is: <b>Two (2).</b></p> <p>Additionally, a soft copy of the entire bid in PDF format (saved on a USB flash drive or CD/DVD) shall be provided in the envelope with original of the Bid. In case of any inconsistency, the hard (paper) version of original Bid shall prevail.</p>

<b>ITB 20.2</b>	<p>The written <b>confirmation of authorization</b> to sign the Bid on behalf of the Bidder shall consist of Power of Attorney (PoA) with supporting document(s) that the person(s) signing the PoA has the authority to delegate his/her authority to another person (such as, extract from trade register, constitutional document or board resolution).</p> <p>In case the Bidder authorizes a person, who is not the payroll employee of the Bidder, the Bidder and the authorized person must have an Agent Agreement with specific roles and responsibilities with respect to this procurement.</p> <p><i>Original or notarized copy of the Power of Attorney shall be submitted. Copies of supporting documents and Agent Agreement (if applicable), shall be attested by the Bidder's authorized executive or notarized, as applicable.</i></p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b>bid submission purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>Mr. Mahmud Hasan Salim, Project Director (Director, BIWTA)</b>  <b>Bangladesh Regional Waterway Transport Project 1 (BRWTP 1)</b>  Address: <b>Office of the Project Director, BRWTP-1 Project, BIWTA, BSC Tower (Level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka-1000, Bangladesh</b></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <b>28 June 2021</b>  Time: <b>14:00 Hours Bangladesh Standard Time (GMT+6 hours)</b></p> <p>Bidders <b>shall not</b> have the option of submitting their bids electronically.</p>
<b>ITB 25.3</b>	<p>The <b>bid opening</b> shall take place at:</p> <p><b>Office of the BRWTP1 Project located at BSC Tower (Level- 21), 2-3 Rajuk Avenue, Motijheel, Dhaka-1000, Bangladesh</b></p> <p>Date: <b>28 June 2021</b>  Time: <b>14:30 Hours Bangladesh Standard Time (GMT +6 hours)</b></p>
<b>ITB 25.3</b>	<p>The Letter of Bid and Price Schedules shall be initialed by <b>at least 3 (three)</b> representatives of the Purchaser conducting Bid opening.</p> <p><b><i>Each Bid shall be initialed by at least 3 (three) representatives of the Purchaser and shall be numbered, any modification to the unit or total price shall be initialed by at least 3 (three) representatives of the Purchaser.</i></b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Bangladesh Taka (BDT)</b></p>

<b>ITB 32.1</b>	<p>The source of exchange rate shall be <b>Bangladesh Bank</b>.  <a href="http://www.bangladeshbank.org.bd/econdata/exchangerate.php">http://www.bangladeshbank.org.bd/econdata/exchangerate.php</a>  The date of the exchange rate is <b>the deadline for submission of Bids pursuant to ITB/BDS Sub-Clause 22.1</b>. The exchange rate shall be the <b>selling rate</b> available from the above source on this date.</p>
<b>ITB 33.1</b>	<p>A margin of domestic preference <b>shall not apply</b>.</p>
<b>ITB 34.2(a)</b>	<p><b>Bids will be evaluated lot by lot.</b> Evaluation will be done for the <b>entire Lot</b>, considering the Bid for the Lot as single contract package, i.e. for all items together.</p> <p>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison</p>
<b>ITB 34.6</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: <b>No</b></li> <li>(b) Deviation in payment schedule: <b>No</b></li> <li>(c) The cost of major replacement components, mandatory spare parts, and service: <b>No</b></li> <li>(d) The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <b>Yes, the methodology is specified in Section III.</b></li> <li>(e) The projected operating and maintenance costs during the life of the equipment: <b>No</b></li> <li>(f) The performance and productivity of the equipment offered: <b>No</b></li> </ul>
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>10% of the Bid Price.</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>10% of the Bid Price.</b></p>



## **Section III. Evaluation and Qualification Criteria**

*This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.*

### **Contents**

- 1. Margin of Preference (ITB 33)**
- 2. Evaluation(ITB 34)**
- 3. Qualification(ITB 36)**

## 1. Margin of Preference (ITB 33)

Not applicable.

## 2. Evaluation(ITB 34)

### 2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule: **not applicable.**
- (b) Deviation in payment schedule: **not applicable.**
- (c) Cost of major replacement components, mandatory spare parts, and service: **not applicable.**
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid:

*An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities, staffed with qualified services personnel, and spare parts inventories, as outlined in BDS Sub-Clause 11.1(j)(iii), if quoted separately, shall be added to the bid price, for evaluation purposes only. However, the Purchaser reserves the right to accept the Bidder's proposal and incorporate it into the contract (if awarded to the Bidder).*

- (e) Projected operating and maintenance costs: **not applicable.**
- (f) Performance and productivity of the equipment: **not applicable.**
- (g) Specific additional criteria: **not applicable.**

### 2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot; and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

### 2.3. Alternative Bids (ITB 13.1)

Not permitted.

### 3. Qualification(ITB 36)

#### 3.1 Post-qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### (A) If the Bidder is Manufacturer:

(I) Financial Capability: The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

(a) The minimum amount of liquid assets i.e. working capital or credit line(s) or any combination of these shall be:

**Lot-1: BRWTP-G-2-01: US\$ 2,400,000(US Dollar Two million four hundred thousand)** or equivalent.

**Lot-2: BRWTP-G-2-02: US\$ 225,000(US Dollar two hundred twenty-five thousand)** or equivalent.

**Lot-3: BRWTP-G-2-03: US\$ 350,000(US Dollar Three hundred fifty thousand)** or equivalent.

(b) The Bidder (Manufacturer) shall have at least the Average Annual Turnover mentioned below over a period of best three years within last five years. i.e. five years counting backward from the date of publication of IFB:

**Lot-1: BRWTP-G-2-01: US\$ 6,000,000(US Dollar Six million)** or equivalent.

**Lot-2: BRWTP-G-2-02: US\$ 550,000 (US Dollar Five hundred fifty thousand)** or equivalent.

**Lot-3: BRWTP-G-2-03: US\$ 875,000(US Dollar Eight hundred seventy-five thousand)** or equivalent.

(c) Bidder's (Manufacturer's) financial statements shall demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. In case of Joint Venture (JV) each member of the JV must meet the requirement.

The documentary evidence of compliance with requirement (a) above should be in the form of bank's letter or statement of account, certified by the Bidder's bank, or letter from the Bidder's bankers confirming that the Bidder has opened line(s) of credit with sufficient balance to meet the requirement for liquid assets,

or that such line(s) of credit will be provided in case of award of contract, or similar evidence.

The documentary evidence of compliance with requirements (b) and (c) above should be in the form of financial statements (audited financial reports, balance sheets / profit and loss statements, certificate from a chartered accountant, or equivalent financial reports required by the laws of the Bidder's country) for the last 5 (five) years.

(II) Experience and Technical Capacity:

(a) Experience: The Bidder (Manufacturer) shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The Bidder shall have at least general experience of supplying Goods in the last 5(five) years (i.e. years counting backward from the date of IFB publication).
- (ii) The Bidder shall have experience of supplying technically sophisticated Hydrographic survey and/or navigational equipment substantially similar to the Goods to be procured (such as multi-beam or digital Hydrographic echo-sounders, sonars, sub-bottom profilers, acoustic Doppler current profilers, remotely operated hydrographic survey boats, DGPS receivers, RTKGPS receivers, refractorless total stations etc.)and providing related services(such as installation, configuration, adjustment, commissioning and maintenance),under01(one) or **maximum 02 (two) contracts** with the minimum values stated below within the last five (5) years (i.e. years counting backward from the date of IFB publication):

**Lot-1: BRWTP-G-2-01: US\$2,000,000(US Dollar Two million) or equivalent.**

**Lot-2: BRWTP-G-2-02: US\$ 200,000(US Dollar Two hundred thousand) or equivalent.**

**Lot-3: BRWTP-G-2-03: US\$ 300,000(US Dollar Three hundred thousand) or equivalent.**

The documentary evidence should include Reference List with information on the supplies and satisfactory performance, including contact details (phone, fax, e-mail, address) of previous clients. In addition, copies of documents evidencing successful completion of referenced contracts should be provided.

(b) Technical Capacity: The Bidder shall furnish documentary evidence of compliance with the following requirements:

- (i) The manufacturer shall be a member of manufacturing/trade organization or association of the manufacturer's country (if mandatory as per the laws of the manufacturer's country);

- (ii) The manufacturer of at least the following Goods shall be an ISO-certified company: hydrographic survey equipment including Multi & single beam echo-sounders, Side scan sonar, SBP, ADCP, Survey drone boat, DGPS, TS, RTK-GPS;
- (iii) The manufacturer's product(s) mentioned in above (ii) are duly accredited by any internationally accepted third party agency (such as Societe Generalede Surveillance-SGS/Bureau VERITAS or equivalent).
- (iv) In case of supply of software package, the original supplier/manufacturer shall be a Licensing Authority (LA) of the product to be offered.

Documentary evidence of compliance with the above requirements should include: (i) copy of the certificate of incorporation/ registration for business operation /copy of the membership certificate of trade body or similar documentation; (ii) copy of valid ISO-9001 certificate; (iii) accreditation certificate of manufacturer's product, and (iv) copy of export license.

(III) Documentary Evidence:

- (a) The Bidder (Manufacturer) shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

The Goods offered by the Bidder must satisfy the respective specifications mentioned in the sub-section 3: Technical Specification of Section VII– Schedule of Requirements; and in this regard a compliance statement (item-by-item commentary against each Purchaser's requirement) shall be provided by the Bidder.

- (b) The Bidder shall have in Bangladesh (preferably in Dhaka City) service facilities for the offered Goods (own or subcontracted) staffed with qualified service personnel, and sufficient inventories of commonly used spare parts and consumables.

The documentary evidence should include description of proposed service facilities and spare parts inventories, their location(s), description of service staff available and explanation of contractual arrangements for service facility (own or contracted). Relevant certificates should confirm qualifications of service staff.

If Bidder does not have service center(s) in Bangladesh at the time of Bid submission, he shall include in the Bid documentary evidence that local service facilities and spare parts inventories will be established not later than due Delivery Date of the Goods. The documentary evidence shall be a written undertaking accompanied by a letter of intent or memorandum of understanding, or other document reflecting the provisional agreement of Bidder (manufacturer) and proposed service center(s) to provide services during at least the warranty period.

**(B) If the Bidder is not a manufacturer:**

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the manufacturer(s) under Manufacturer's Authorization Form (Section IV, Bidding Forms):

- (i) The **Manufacturer(s)** shall meet the above qualification requirements under 3.1(A)(II)(b)(i),(ii),(iii)&(iv)
- (ii) The **Bidder** shall meet the above qualification requirements under 3.1(A)(I)(a),3.1(A)(I)(b),3.1(A)(I)(c), 3.1(A)(II)(a)(i)&(ii), 3.1(A)(III)(a), 3.1(A)(III)(b).
- (iii) In addition to documentary evidence required under 3.1(A) above, the **Bidder** shall also submit: (i) copy of the Certificate of Incorporation/Registration (accompanied with copy of valid Trade License, VAT Registration Certificate, up to date Income Tax Payment Certificate with Tax Identification Number (TIN) for Bidders from the Purchaser's country, or equivalent documents for Bidder's from abroad), (ii)copy of the membership certificate of a trade body or professional association, or similar documentation, if the membership in such trade body or association is mandatory as per the laws of the Bidder's country.

## **Section IV. Bidding Forms**

### **Table of Forms**

**Letter of Bid**

**Bidder Information Form**

**Bidder's JV Members Information Form**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported**

**Price Schedule: Goods Manufactured in the Purchaser's Country**

**Price and Completion Schedule - Related Services**

**Form of Bid Security**

**Form of Bid Security (Bid Bond)                    - not applicable**

**Form of Bid-Securing Declaration                -**

**Manufacturer's Authorization**

## Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: **BRWTP-G-2**

Invitation for Bid No.: **18.11.0000.181.14.192.21.292**

Alternative No.: **not applicable**

To: **Project Director, BRWTP-1 Project, BIWTA**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:

**Lot-1: BRWTP-G-2-01: Hydrographic Survey Equipment**

**Lot-2: BRWTP-G-2-02: Navigation System Equipment**

**Lot-3: BRWTP-G-2-03: Other Equipment and Software**

*[ retain Lot(s) offered and delete Lot(s) which is(are) not applicable];*

- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]**

**Lot-1: BRWTP-G-2-01:** \_\_\_\_\_

**Lot-2: BRWTP-G-2-02:** \_\_\_\_\_

**Lot-3: BRWTP-G-2-03:** \_\_\_\_\_

*[retain Lot(s) offered and delete Lot(s) which is(are) not applicable];*

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

- (f) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [Specify in detail each discount offered.]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[Specify in detail the method that shall be used to apply the discounts];
- (g) Our bid shall be valid for a period of **180 (One Hundred Eighty) days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

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<sup>1</sup>Bidder to use as appropriate

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: **BRWTP-G-2**

Alternative No.: **not applicable**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
<p>6. Bidder's Authorized Representative Information</p> <p><b>Name:</b> <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Purchaser</li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: **BRWTP-G-2**

Alternative No.: **not applicable**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information <i>Name: [insert name of JV's Member authorized representative]</i> <i>Address: [insert address of JV's Member authorized representative]</i> <i>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]</i> <i>Email Address: [insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Lot No.	Name of Items
<b>Lot-1: BRWTP-G-2-01</b>	<b>Hydrographic Survey Equipment</b>
<b>Lot-2: BRWTP-G-2-02</b>	<b>Navigation System Equipment</b>
<b>Lot-3: BRWTP-G-2-03</b>	<b>Other Equipment and Software</b>

*For Goods, the Bidder shall fill **only one of the 3 forms** shown below:*

*“Goods Manufactured Outside the Purchaser’s Country, to be Imported”,*

*“Goods Manufactured Outside the Purchaser’s Country, already imported”, or*

*“Goods Manufactured in the Purchaser’s Country”*

**1.1.A Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**For Package No. BRWTP-G-2**

(Group C bids, goods to be imported)							Date: _____ ICB No: BRWTP-G-2 Alternative No: not applicable Page N° _____ of _____	
Currencies in accordance with ITB 15								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP[insert place of destination] in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
<b>Lot-01: Hydrographic Survey Equipment</b>								
01	Swath Multi-Beam Echo Sounder			03(Three) Sets				
02	Side Scan Sonar			01(One) Set				
03	Sub-bottom Profiler			02(Two) Sets				
04	Digital Hydrographic Echo-Sounder - Single Frequency			02(Two) Sets				
05	Acoustic Doppler Current Profiler (ADCP)			02(Two) Sets				
06	Remotely operated hydrographic survey Drone Boat			01(One) Set				

07	Data storage, protection and recovery system			01 (One) Set				
	<b>Total – Lot 1</b>							
<b>Lot-02: Navigation System Equipment</b>								
1	Differential Global Positioning System (DGPS) Receiver			05(Five) Sets				
2	Handheld Global Positioning System (GPS ) Device			05(Five) Sets				
3	Refractorless Total Station			03 (Three) Sets				
4	RTK GPS Receiver			03 (Three) Sets				
5	Digital Leveling Machine			03 (Three)Sets				
6	Marine Binocular			03 (Three) Sets				
	<b>Total – Lot 2</b>							
<b>Lot-03: Other Equipment and Software</b>								
1	<b>Desktop Computer</b>			<b>01(One) Set</b>				
2	<b>Laptop Computer</b>			<b>03(Three) Sets</b>				
3	<b>Hydrographic Chart Scanner-cum-Plotter</b>			<b>01(One) Set</b>				
4	<b>DSLR Type Camera</b>			<b>02(Two) Sets</b>				
5	<b>Vibrocorer Device</b>			<b>01 (One) Set</b>				

<b>6</b>	<b>Software Package for Hydrographic Data Acquisition and Processing with four number Dangkal</b>			<b>01 (One) package</b>				
	<b>Total – Lot 3</b>							
							<b>Grand Total Price -</b>	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Notes:

1. The Goods to be delivered shall comply with requirements of Section VII. Part3.Technical Specifications.
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance tests in accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

**1.1.B Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\*  
For Package No. BRWTP-G-2**

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										ICB No: BRWTP-G-2	
										Alternative No: not applicable	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser’s country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
<b>Lot-01: Hydrographic Survey Equipment</b>											
01	Swath Multi-Beam Echo Sounder			03 (Three) Sets							
02	Side Scan Sonar			01 (One) Set							
03	Sub-bottom Profiler			02 (Two) Sets							

04	Digital Hydrographic Echo-Sounder - Single Frequency			02 (Two) Sets							
05	Acoustic Doppler Current Profiler (ADCP)			02 (Two) Sets							
06	Remotely operated hydrographic survey Drone Boat			01 (One) Set							
07	Data storage, protection and recovery system			01 (One) Set							
	<b>Total – Lot 1</b>										
<b>Lot-02: Navigation System Equipment</b>											
1	Differential Global Positioning System (DGPS) Receiver			05 (Five) Sets							
2	Handheld Global Positioning System (GPS ) Device			05 (Five) Sets							
3	Refractorless Total Station			03 (Three) Sets							
4	RTK GPS Receiver			03 (Three) Sets							
5	Digital Leveling Machine			03 (Three) Sets							
6	Marine Binocular			03 (Three) Sets							

	<b>Total – Lot 2</b>										
<b>Lot-03: Other Equipment and Software</b>											
1	Desktop Computer			01 (One) Set							
2	Laptop Computer			03 (Three) Sets							
3	Hydrographic Chart Scanner-cum-Plotter			01 (One) Set							
4	DSLR Type Camera			02 (Two) Sets							
5	Vibrocorer Device			01 (One) Set							
6	Software Package for Hydrographic Data Acquisition and Processing with four number Dungal			01 (One) package							
	<b>Total – Lot 3</b>										
										Grand Total Price-	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Notes:

1. The Goods to be delivered shall comply with requirements of Section VII. Part 3. Technical Specifications.

2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance tests in accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

*\*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

**1.1.C Price Schedule: Goods Manufactured in the Purchaser's Country**  
**For Package No. BRWTP-G-2**

Purchaser's Country: Bangladesh		(Group A and B bids)				Date: _____			
		Currencies in accordance with ITB 15				ICB No:BRWTP-G-2 Alternative No:n/a Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Lot-01: Hydrographic Survey Equipment</b>									
01	Swath Multi-Beam Echo Sounder			03 (Three) Sets					
02	Side Scan Sonar			01 (One) Set					
03	Sub-bottom Profiler			02 (Two) Sets					



<b>Lot-03: Other Equipment and Software</b>									
1	Desktop Computer			01 (One) Set					
2	Laptop Computer			03 (Three) Sets					
3	Hydrographic Chart Scanner-cum-Plotter			01 (One) Set					
4	DSLR Type Camera			02 (Two) Sets					
5	Vibrocorer Device			01 (One) Set					
6	Software Package for Hydrographic Data Acquisition and Processing with four number Dungal			01 (One) package					
<b>Total – Lot 3</b>									
								<b>Grand Total Price-</b>	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Notes:

1. The Goods to be delivered shall comply with requirements of Section VII. Part 3. Technical Specifications.
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance tests in accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

## 2. Price and Completion Schedule - Related Services.

### For Package No. BRWTP-G-2 Applicable for each of the Lots offered

Currencies in accordance with ITB 15						Date: _____
						ICB No: BRWTP-G-2
						Alternative No: not applicable
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
01	Assembly, installation, configuring, adjustment, testing, functional trial and commissioning of the Goods supplied, in accordance with requirements of the Technical Specifications.		2 (two) months after delivery to Final Destination and the Purchaser's notification that respective vessel(s) is(are) ready for installation	1(one) set of Goods to be assembled, installed, adjusted, tested, trialed and commissioned		
02	Phase-I Training for 20 (twenty) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems) of the Goods supplied, in accordance with requirements of the Technical Specifications.		2 (two) months after successful commissioning of the Goods and the Purchaser's notification to proceed with training (the exact dates to be agreed with the Purchaser)	1(one) training program		

03	Phase-II Training for 10 (ten) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems) of the Goods supplied in accordance with requirements of the Technical Specifications.		1 (one) month after the Purchaser's notification to proceed with training (the exact dates to be agreed with the Purchaser, tentatively after 60 days from commissioning of the Goods)	1(one) training program		
Total Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Notes:

1. The Related Services to be provided shall comply with requirements of Section VII. Part 3. Technical Specifications.
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance tests in accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

**Form of Bid Security  
(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: ***Bangladesh Inland Water Transport Authority (BIWTA)  
141-143, Motijheel C/A, Dhaka-1000, Bangladesh  
represented by the Project Director, BRWTP1 Project***

ICB No.: ***BRWTP-G-2***

IFB No.: ***18.11.0000.181.14.192.21. 292***

Alternative No.: ***not applicable***

Date: ***[Insert date of issue]***

**BID GUARANTEE No.:[Insert guarantee reference number]**

Guarantor:***[Insert name and address of place of issue, unless indicated in the letterhead]***

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to **pay** the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

### Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. \_\_\_\_\_

BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], **authorized to transact business in** [name of country of Purchaser], as Surety (hereinafter called "the Surety") are held and firmly bound unto [name of Purchaser] as Obligee (hereinafter called "the Purchaser") in the sum of [amount of Bond]<sup>2</sup>[amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns jointly and severally, firm by these presents

**NOT APPLICABLE**

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply of [name of Contract] (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_ Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

### Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

### **Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
 ICB No.: *BRWTP-G-2*  
 Alternative No.: *not applicable*

To: *Bangladesh Inland Water Transport Authority (BIWTA)*  
*represented by the Project Director,*  
*Bangladesh Regional Waterway Transport Project 1 (BRWTP-1)*

#### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Section V. Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1:*Israel*

Under ITB 4.7(b) and 5.1:*None*



## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>3</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>4</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>5</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>6</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>7</sup>

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<sup>3</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>4</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>6</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) "obstructive practice" is:
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>8</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>9</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to

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<sup>7</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

<sup>8</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix I of these Guidelines.

<sup>9</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”



## **PART 2 – Supply Requirements**

## **Section VII. Schedule of Requirements**

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**1.List of Goods and Delivery Schedule**  
**For Bid Package No. BRWTP-G-2**

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<b>Lot-01: Hydrographic Survey Equipment</b>							
01	Swath Multi-Beam Echo Sounder	03 (Three)	Set	BIWTA's Store, Khanpur, Narayanganj, Bangladesh	N/A	12 (Twelve) months from the date of signature of the Contract	
02	Side Scan Sonar	01 (One)	Set				
03	Sub-bottom Profiler	02 (Two)	Set				
04	Digital Hydrographic Echo-Sounder - Single Frequency	02 (Two)	Set				
05	Acoustic Doppler Current Profiler (ADCP)	02 (Two)	Set				
06	Remotely operated hydrographic survey Drone Boat	01 (One)	Set				
07	Data storage, protection and recovery system	01 (One)	Set				
<b>Lot-02: Navigation System Equipment</b>							
1	Differential Global Positioning System (DGPS) Receiver	05 (Five)	Set				
2	Handheld Global Positioning System (GPS ) Device	05 (Five)	Set				

3	Refractorless Total Station	03 (Three)	Set				
4	RTK GPS Receiver	03 (Three)	Set				
5	Digital Leveling Machine	03 (Three)	Set				
6	Marine Binocular	03 (Three)	Set				
<b>Lot-03: Other Equipment &amp; Software</b>							
1	Desktop Computer	01 (One)	Set				
2	Laptop Computer	03 (Three)	Set				
3	Hydrographic Chart Scanner-cum-Plotter	01 (One)	Set				
4	DSLR Type Camera	02 (Two)	Set				
5	Vibrocorer Device	01 (One)	Set				
6	Software Package for Hydrographic Data Acquisition and Processing with four number Dangal	01 (One)	Package				

## Notes:

1. The Goods to be delivered shall comply with requirements of Section VII. Part 3 'Technical Specifications'.
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance testing accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

## 2. List of Related Services and Completion Schedule

**For Bid Package No. BRWTP-G-2**

**Applicable for each of Lots offered**

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
01	Assembly, installation, configuring, adjustment, testing, functional trial and commissioning of the Goods supplied, in accordance with requirements of the Technical Specifications.	Lump Sum	Set of Goods to be assembled, installed, configured, adjusted, tested, trialed, and commissioned	Narayanganj, Bangladesh	2 (two) months after delivery to Final Destination and the Purchaser's notification that respective vessel(s) is(are) ready for installation
02	Phase-I Training for 20 (twenty) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems)of the Goods supplied, in accordance with requirements of the Technical Specifications.	Lump Sum	Training program	Narayanganj, Bangladesh	2 (two) months after successful commissioning of the Goods and the Purchaser's notification to proceed with training (the exact dates to be agreed with the Purchaser)

03	Phase-II Training for 10 (ten) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems)of the Goods supplied, , in accordance with requirements of the Technical Specifications.	Lump Sum	Training program	Narayanganj, Bangladesh	1 (one) month after the Purchaser's notification to proceed with training (the exact dates to be agreed with the Purchaser, tentatively after 60 days from commissioning of the Goods)
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## Notes:

1. The Related Services to be provided shall comply with requirements of Section VII. Part 3 'Technical Specifications'.
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI)and acceptance tests in accordance with Section VII. Part 5 'Inspections and Tests' shall be included into the prices of respective Goods to be supplied.

### **3. Technical Specifications**

(For hydrographic survey and related equipment)

#### **3.1. Definitions and Standards**

For the purpose of this specification, hydrographic survey means: both bathymetric and topographical measurement for the primary purpose of navigation, dredging, construction and other marine activity.

All bathymetric survey equipment shall be capable of meeting the International Hydrographic Organization (IHO) Standard for Special Order Surveys as listed in the latest Special Publication no. 44.

All survey equipment should conform to the following EC or other comparable directives:

- (a) 2004/108/EC on electromagnetic compatibility;
- (b) 96/98/EC, 98/85/EC on marine equipment;
- (c) 2006/95/EC on low-voltage; and
- (d) EN60945:2002 or comparable standards on marine navigation and radio communication equipment and systems.

All hydrographic and topographic survey equipment shall be capable of meeting relevant industry standards for mapping shorelines and river structures using Mobile Terrestrial Laser Scanners.

#### **3.2. General Requirements (applicable to all Lots)**

In order to perform hydrographic surveys, in the rivers, estuary and coastal region of Bangladesh, the Purchaser shall have to procure required equipment and devices from genuine sources. Hydrographic survey and other related equipment/instrumentations shall be supplied with required related services including necessary installation/mounting on the existing three vessels (Any of three Inland Survey Vessel named BIWTA- Tista/ Turag/ Titas/ Dhansiri/ Ichamoti/ Balu/ Bhairov) to be provided by BIWTA. All survey and associated equipment shall, where possible, be sourced from a single reputable manufacturer that can produce an integrated package of new equipment to provide comprehensive information on a single seamless data set. The equipment should be capable of integrating with navigation systems of existing survey vessels necessary. The system shall include all associated equipment needed to maintain vertical accuracy, including heave, yaw and pitch movement of the vessel. The Bidder shall consider all costs related to the services including for necessary assembling/installation/mounting/configuring of any item to achieve its desired operational/functioning condition and costs shall be including respective price schedule of the Bid.

A compliance statement shall be submitted for all components that need to function together. The Supplier shall furthermore have the capacity to provide training, on-line support, field service and hardware and software upgrades as required for at least a 5-year period following delivery of the Goods.

All hardware components shall be provided with nameplates from original component manufacturer bearing model and serial numbers, year and place of manufacture, safety warnings and any other information critical to the component. Software shall be provided under license in favour of the

Purchaser. All survey and other equipment must furthermore be provided with a complete set of catalogues/brochures maintenance, installation, calibration and operation manuals in hard and soft copy. The manuals, if necessary, should have detail and comprehensive circuit diagrams as are required to diagnose and rectify faults with parts catalogue. Photographs block schematic circuits and other diagrams shall adequately illustrate the text of each manual. The maintenance manuals should be adequate for skilled technicians to fully test and repair the equipment by replacing any parts therein. The catalogues/user's guides/ instruction manuals must be in English language.

All hardware components shall be new, high quality confirming to current commercial design and technique. They shall be made of components that will be supported by manufacturer for at least ten (10) years. The Goods shall be suitable for operation in the environmental conditions of Bangladesh and shall be maintainable in the field to the lowest replaceable unit by local personnel. The equipment must be robust, accurate and corrosive resistant. All parts and accessories of the equipment shall be free from manufacturing and/or material defect such as breaks, cracks, dents, deformation, etc. at the time of delivery.

All equipment shall be provided with all components (such as wires, switches, bracing, etc.)required for installation and normal operation and the manufacturer's recommend tools required vessel for mounting, assembly and disassembly on the vessels. All hardware shall further be provided with essential spare parts, accessories/components and assemblies as recommended by the manufacturer for five (5)years of operation.

The Bidders, while offering the Goods, shall ensure proper functioning of the items considering environment and condition of use in Bangladesh. The Purchaser has demands specified in detail under Sub-section 3.3for required items of hydrographic survey and other related equipment listed under category below:

<u>Item N<sup>o</sup></u>	<u>Name of item of Goods Required</u>
<b>Lot-01: Hydrographic Survey Equipment</b>	
01	Swath Multi-Beam Echo Sounder
02	Side Scan Sonar
03	Sub-bottom Profiler
04	Digital Hydrographic Echo-Sounder - Single Frequency
05	Acoustic Doppler Current Profiler (ADCP)
06	Remotely operated hydrographic survey Drone Boat
07	Data storage, protection and recovery system
<b>Lot-02: Navigation System Equipment</b>	
1	Differential Global Positioning System (DGPS) Receiver
2	Handheld Global Positioning System (GPS ) Device
3	Refractorless Total Station

4	RTK GPS Receiver
5	Digital Leveling Machine
6	Marine Binocular
<b>Lot-03: Other Equipment and Software</b>	
1	Desktop Computer
2	Laptop Computer
3	Hydrographic Chart Scanner-cum-Plotter
4	DSLR Type Camera
5	Vibrocorer Device
6	Software Package for Hydrographic Data Acquisition and Processing with four number Dangkal

Each of the Bidders shall have to submit offer for all items of supply under a single lot fully in compliance with the descriptions, technical specifications, features and provisions of each item mentioned under each lot as required by the Purchaser. If not all requested features or requirements laid in Sub-section 3.3 furnished below are met, motivate thoroughly why and how the offered product or service will fulfill the Purchaser's needs or why offered product/service is superior to what is requested.

### 3.3 Descriptions, Specifications and Features of Goods Required.

Descriptions, technical specifications, features and provisions of each item shall be in compliance with the Purchaser's minimal requirements furnished below:

#### **Lot-01: Hydrographic Survey Equipment:**

##### **Item No. 01: Swathe Multi-Beam Echo Sounders**

1.1	<i>General</i>
	<p><i>This specification describes a built-in <b>Swathe Multi-Beam Echo Sounders (MBES/MB)</b>-set up along with accessories and software to supply and install on board of each hydrographic survey vessel to be used by BIWTA. Intention to procure the equipment for: i) hydrographic survey; ii) riverbed morphology; iii) control of dredging activities and calculating of dredge quantity; iv) identification of cable routes, pipelines etc.; and v) detection of underwater objects like rocks, wrecks and debris.</i></p> <p><i>System shall include a shallow-water wide Swathe Multi-beam Sonar System (MB set)/Multibeam Echosounder System (MBES) with dual transducer heads for surveys to depths of 100m.</i></p> <p><i>The device and all of its components belonging to the MB set-up, have to be suited to deliver</i></p>

	<p><i>results conform IHO SP-44, special order.</i></p> <p><i>Soundings can be performed in a range of frequencies and the bidder has to specify the range of the offered device mentioning its advantages it provides. A built-in or added function to “auto-detect” the best frequencies(s) for the turbid conditions will be preferable. All interfaces and peripherals needed to have the MB set-up fully functioning.</i></p> <p><i>If sound velocity profiler (SVP) was not included in the set-up due to a sound velocity sensor on the MB device, a SVP has to be included additionally anyway because occasionally the sound velocity varies too much. A SVP that only runs at non-rechargeable batteries is not desirable.</i></p> <p><i>It shall be of Docking station or desk stand to improve ergonomics and reduce loose cables.</i></p> <p><i>Transducer heads shall be mounted in a well and be vertically retractable when the vessels is operated above survey speeds when transiting to and from the survey locations. To avoid vertical sounding errors, it may need a bar check and well needs to be designed to ensure the correct transducer depth every time lowered in position at the correct depth. The transducer(s) shall furthermore be removable by the vessel crew without dry-docking or diver intervention.</i></p> <p><i>The system shall include all necessary electronics, computer hardware and applications of software for hydrographic data acquisition, including calibration and data processing capabilities for producing paper based and electronic nautical charts, underwater and surface scan mosaic data products.</i></p> <p><i>The transducers shall furthermore be protected against damage from flotsam and be removable by the vessel crew without dry-docking or diver intervention.</i></p>														
1.2	<p><i>Installation</i></p>														
	<p><i>All components of MBES should be mounted (keel mounting- underwater and above water), connected, calibrated and operational tested by bidder without increasing the vessel draft. All components that cannot be repaired or maintained on the ship should be equipped with a waterproof case. All components that are to be used on the ship and could be repaired/ maintained on the ship but are not part of a fixed set-up, such as the SVP, or laptops, should have a waterproof case as well. Other requirements are:</i></p> <ul style="list-style-type: none"> <li><i>• Sensor alignment will be carried out by manufacturer’s/supplier’s experienced technical staff.</i></li> <li><i>• Supplied MBES should be calibrated for roll, pitch, latency and heading offsets by the manufacturer’s /supplier’s experienced technical staff.</i></li> <li><i>• All other installation including electronic components and system hardware should be damped for shocks and vibrations.</i></li> </ul>														
1.3	<p><i>Technical Specifications/Features</i></p>														
	<table border="1"> <tr> <td data-bbox="305 1545 589 1577"><i>Make/Brand/Model</i></td> <td data-bbox="597 1545 1427 1577"><i>To be specified by the bidder</i></td> </tr> <tr> <td data-bbox="305 1587 589 1619"><i>Country of origin</i></td> <td data-bbox="597 1587 1427 1619"><i>To be specified the bidder</i></td> </tr> <tr> <td data-bbox="305 1629 589 1661"><i>Date of first release</i></td> <td data-bbox="597 1629 1427 1661"><i>To be specified the bidder</i></td> </tr> <tr> <td data-bbox="305 1671 589 1745"><b>SYSTEM PARAMETERS</b></td> <td data-bbox="597 1671 1427 1745"></td> </tr> <tr> <td data-bbox="305 1755 589 1787"><i>Transducer Frequency</i></td> <td data-bbox="597 1755 1427 1787"><i>200KHz or above</i></td> </tr> <tr> <td data-bbox="305 1797 589 1829"><i>Depth range</i></td> <td data-bbox="597 1797 1427 1829"><i>Minimum 100 m</i></td> </tr> <tr> <td data-bbox="305 1839 589 1871"><i>Depth resolution</i></td> <td data-bbox="597 1839 1427 1871"><i>1cm</i></td> </tr> </table>	<i>Make/Brand/Model</i>	<i>To be specified by the bidder</i>	<i>Country of origin</i>	<i>To be specified the bidder</i>	<i>Date of first release</i>	<i>To be specified the bidder</i>	<b>SYSTEM PARAMETERS</b>		<i>Transducer Frequency</i>	<i>200KHz or above</i>	<i>Depth range</i>	<i>Minimum 100 m</i>	<i>Depth resolution</i>	<i>1cm</i>
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<i>Depth range</i>	<i>Minimum 100 m</i>														
<i>Depth resolution</i>	<i>1cm</i>														

<i>Swath Coverage</i>	<i>At least 10 times of water depth or up to 210<sup>0</sup></i>
<i>Minimum beam width</i>	<i>a. Along Track: 0.5° - 0.9° b. Across Track: 0.5° - 0.9°</i>
<i>Beam pattern (Equiangular/ Equidistant/ high density)</i>	<i>To be specified the bidder</i>
<i>Maximum measurement per ping</i>	<i>Not less than 500.</i>
<i>Type of system</i>	<i>Beam forming technology</i>
<i>Real time Beam stabilization</i>	<i>Mandatory for pitch and roll</i>
<i>Water column Data</i>	<i>As the system is to be used for detection of underwater objects like wrecks, rocks etc., it is mandatory that the system has water-column imagery available for viewing in real time and logging of water-column data must be available</i>
<i>Dual head Transducer</i>	<i>It should be well protected against damage by floating or submerged fishing nets, hard objects and suspended materials in the river. Hull/ Retractable Hull with motion sensor and sound velocity probe.</i>
<i>Rigging Arrangement</i>	<i>Necessary rigging arrangements for the transducer and pole or stave shaped Motion Sensor have to be provided. The manufacturer engineer has to calibrate and fix the positions of transducer and the motion sensors on the Purchaser's survey vessel.</i>
<i>Physical Properties of Transducer</i>	<i>To be specified by the bidder</i>
<i>Diameter</i>	<i>To be specified by the bidder</i>
<i>Height</i>	<i>To be specified by the bidder</i>
<i>Weight</i>	<i>To be specified by the bidder</i>
<i>Power requirements</i>	<i>220V AC (±10%), 50Hz single phase and 24V DC. Necessary converter, reverse polarity protection and over voltage protection to be provided on survey vessel.</i>
<i>Environmental Conditions</i>	<ul style="list-style-type: none"> <li>▪ <i>Operating temperature: 0 to +50°C</i></li> <li>▪ <i>Storage temperature : 0 to +55°C</i></li> <li>▪ <i>Relative Humidity : 95% non-condensing.</i></li> <li>▪ <i>Equipment surface shall not support growth fungus.</i></li> <li>▪ <i>Dust- Fine particles shall not affect Equipment operation.</i></li> </ul>
<b>ACCURACY</b>	
<i>System accuracy(cm. RMS):</i>	<i>±5 cm or better</i>
<i>System resolution:</i>	<i>1 cm</i>
<i>The MBES System:</i>	<i>Must comply with the accuracy in relation to IHO S44-4, meets S44 order</i>
<i>Max. allowable survey speed to allow for this</i>	<i>To be specified by the bidder</i>

<i>accuracy(knots)</i>	
<i>Speed of sound</i>	<i>1350-1600 m/s</i>
	<i>System should be capable of collecting and integrating the SV-profile in real time during data collection and direct inputting into the acquisition by Software as would be required.</i>
<b>MOTION COMPENSATION</b>	
	<i>Motion sensors to be provided that is Integrated to the system</i>
<i>Dynamic accuracy required from MRU(deg.)</i>	<i>Roll: 0.01°, Pitch: 0.01°, Heading: 0.01°; Heave: 5cm.</i>
<i>Heading sensor accuracy</i>	<i>Dynamic Accuracy <math>\leq 0.5^\circ</math></i>
<i>Max turn rate</i>	<i>80 ° per second</i>
<i>Heading sensor functionality</i>	<i>Heading sensor to have the following functionality: gyrocompass, GPS receiver equipment, speed log and Rate-Of-Turn indicator, that outputs heading, position, velocity and rate-of-turn, together with 1-second time pulse (1 PPS) for synchronization of other systems.</i>
<b>INTERFACES</b>	
<i>Possible interfaces to the processing unit</i>	<i>To be specified the bidder</i>
<i>Installation and Commissioning</i>	<i>Installation and commissioning shall be done at existing three vessels (Any three of these Inland Survey Vessel named BIWTA-Tista/Turag/Titas/Dhansiri/Ichamoti/Balu/Bhairav) to be provided by BIWTA. All Multi-beam devices shall be hull mounted. Dimensional survey shall be carried out to compensate the offsets.</i>
<i>Training on devices and system operation</i>	<i>The Supplier shall conduct, at its own cost, in-hands training to the Purchaser's technical personnel as stated in Sub-section 3.5 (In-hands Training) below, so that participant be capable to operate MBES along with software as would be required independently.</i>
<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 02: Side Scan Sonar**

<i>2.1</i>	<i>General</i>
	<p><i>The <b>Side Scan Sonar (SSS)</b> is to be a portable, tow-mounted unit or searching with high resolution images of the river/sea floor, objects in the water column above the bed, sub-surface river banks, quay walls, bridges and other underwater constructions.</i></p> <p><i>Also SSS will be used to do a fast sweep to detect potential hazards before a MB-survey starts. It shall have compatible with the ships localization hardware.</i></p> <p><i>The bidder must offer a total working system including all sensors, mounting and towing gear, cables, software as would be required and essential hardware as far as not part of standard survey equipment.</i></p>

2.2	<i>Technical Specifications/Features</i>															
	<i>Make/Brand/Model</i>	<i>To be specified by the bidder</i>														
	<i>Country of origin</i>	<i>To be specified the bidder</i>														
	<i>Type/Capacity/Features</i>	<p><i>Deck unit: Sonar Transceiver (STR)</i>  <i>Portable Side Scan Sonar System Device completed with necessary materials and installation.</i>  <i>Stainless Steel Towfish, Dual frequency with FM CHIRP technology arrays:</i></p>														
		<p><i>Low: 300 – 600 KHz</i>  <i>High: 800 – 1250 KHz</i></p> <table border="0"> <tr> <td><i>Pulse length (µs)</i></td> <td><i>Selectable</i></td> </tr> <tr> <td><i>Horizontal beam width (deg)</i></td> <td><i>0.23°</i></td> </tr> <tr> <td><i>Vertical beam width (deg)</i></td> <td><i>40°</i></td> </tr> <tr> <td><i>Across Track Resolution</i></td> <td><i>1.2 cm (SSS)</i></td> </tr> <tr> <td><i>Vertical Beam Center</i></td> <td><i>Tilted down 30° from Horizontal (SSS)</i></td> </tr> <tr> <td><i>Data processing and imaging Capabilities</i></td> <td><i>Full data processing and imaging Capabilities should be available.</i></td> </tr> <tr> <td><i>File format</i></td> <td><i>SDF or XTF or both – selectable</i></td> </tr> </table> <p><i>Heading, Pitch, Roll &amp; Ration &amp; Rugged portable Transit case; 15 pound keel weight for Towfish.</i>  <i>Type: Portable and tow mountable.</i>  <i>Towfish Sensor: Towfish depth &amp; Heading sensor.</i>  <i>Tow Cable &amp; Clamp: 150 M Tow cable, 15M Data cable, Tow cable Clamp, Steel-armored type, stainless.</i></p>	<i>Pulse length (µs)</i>	<i>Selectable</i>	<i>Horizontal beam width (deg)</i>	<i>0.23°</i>	<i>Vertical beam width (deg)</i>	<i>40°</i>	<i>Across Track Resolution</i>	<i>1.2 cm (SSS)</i>	<i>Vertical Beam Center</i>	<i>Tilted down 30° from Horizontal (SSS)</i>	<i>Data processing and imaging Capabilities</i>	<i>Full data processing and imaging Capabilities should be available.</i>	<i>File format</i>	<i>SDF or XTF or both – selectable</i>
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<i>Vertical Beam Center</i>	<i>Tilted down 30° from Horizontal (SSS)</i>															
<i>Data processing and imaging Capabilities</i>	<i>Full data processing and imaging Capabilities should be available.</i>															
<i>File format</i>	<i>SDF or XTF or both – selectable</i>															
	<i>Type/Capacity/Features</i>	<p><i>Portable power winch: CM2 winch, 24V, 30m SS5 capacity.</i>  <i>Waterproof enclosure: C-shell c/w internal GPS.</i>  <i>Puly: Standard (16 cm).</i>  <i>Cable storage reel, Pole-mount bracket.</i>  <i>Pole-mount link cable.</i>  <i>Wing depressor.</i>  <i>Sonar battery pack, 12V 40ah.</i>  <i>Winch battery pack, 24V, 55 ah.</i>  <i>Standard Towfish case.</i>  <i>STR case. Winch Case, Winch cover</i>  <i>Power input: 10- 28 DC, 110/220 VAC( 50/60 Hz)</i></p> <p><b><i>Quality Management System.</i></b>  <i>To assess the Quality Management System (QMS) of manufacturer, ISO or equivalent certificate has to be provided with the Bid.</i></p>														

<i>Installation &amp; Commissioning</i>	<i>Shall be done on Purchaser's designated one vessel (Any one of these Inland Survey Vessel named BIWTA-Tista/Turag/Titas/Dhansiri/Ichamoti/Balu/Bhairav) to be provided by BIWTA.</i>
<i>Training on devices and system operation</i>	<i>The Supplier shall conduct, at its own cost, in-hands training to the Purchaser's technical personnel as stated in Sub-section 3.5 (In-hands Training) below, so that participant be capable to operate the device with software as would be required independently.</i>
<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods.</i>

### **Item No. 03: Sub-bottom Profiler**

3.1	<p><i>General</i></p> <p><i>The <b>Sub-bottom Profiler (SBP)</b> will be used to identify and characterize layers of sediment and locating buried objects to a minimum depth of 20m.</i></p> <p><i>The SBP equipment shall be brand new, keel-mounted, high quality and current commercial design and technique. The equipment and materials shall be suitable for operation under the environmental condition of Bangladesh. The equipment shall be maintainable in the field to the lowest replaceable unit by local personnel. The equipment must be light weight, robust, accurate and in waterproof enclosure and corrosive resistance. All parts and accessories of the equipment shall be free from manufacturing and/ or material defect such as breaks, cracks, dents, deformation etc. when delivered at the place of destination.</i></p>																
3.2	<p><i>Installation</i></p> <p><i>The supplied SBP would be installed with hydrographic survey vessel with all necessary installation materials (underwater and above water) without degrading the vessel draft. Other requirements are:</i></p> <ul style="list-style-type: none"> <li><i>• Sensor alignment will be carried out by manufacturer's technical staff.</i></li> <li><i>• Supplied SBP should be calibrated for roll, pitch, latency and heading offsets by the manufacturer's technical staff.</i></li> </ul> <p><i>All other installation including electronic components and system hardware should be damped for shocks and vibrations.</i></p>																
3.3	<p><i>Technical Specifications/Features</i></p> <table border="1"> <tr> <td><i>Make/Brand/Model</i></td> <td><i>To be specified by the bidder</i></td> </tr> <tr> <td><i>Country of origin</i></td> <td><i>To be specified the bidder</i></td> </tr> <tr> <td><i>Type</i></td> <td><i>Digital Chirp Sub-bottom Profiler</i></td> </tr> <tr> <td><i>Frequency</i></td> <td><i>1.8 to 18 kHz Programmable</i></td> </tr> <tr> <td><i>Penetration Range</i></td> <td><i>Clay - 80m , Coarse sand - 30m</i></td> </tr> <tr> <td><i>Depth range</i></td> <td><i>0-300 m</i></td> </tr> <tr> <td><i>Resolution</i></td> <td><i>0.06m.</i></td> </tr> <tr> <td><i>Required Power</i></td> <td><i>220VAC 50Hz and 12-24 VDC with polarity protection</i></td> </tr> </table>	<i>Make/Brand/Model</i>	<i>To be specified by the bidder</i>	<i>Country of origin</i>	<i>To be specified the bidder</i>	<i>Type</i>	<i>Digital Chirp Sub-bottom Profiler</i>	<i>Frequency</i>	<i>1.8 to 18 kHz Programmable</i>	<i>Penetration Range</i>	<i>Clay - 80m , Coarse sand - 30m</i>	<i>Depth range</i>	<i>0-300 m</i>	<i>Resolution</i>	<i>0.06m.</i>	<i>Required Power</i>	<i>220VAC 50Hz and 12-24 VDC with polarity protection</i>
<i>Make/Brand/Model</i>	<i>To be specified by the bidder</i>																
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<i>Resolution</i>	<i>0.06m.</i>																
<i>Required Power</i>	<i>220VAC 50Hz and 12-24 VDC with polarity protection</i>																

<i>Output Power</i>	<i>At least 10W to 3.5kW user selectable(Programmable)</i>
<i>Pulse Repetition Rate</i>	<i>At least 4 pulse per sec.</i>
<i>Shallow water operation</i>	<i>Standard &lt;1.5 m</i>
<i>Speed velocity/sound speed</i>	<i>Selectable 1400 to 1600 m/sec</i>
<i>Source Level:</i>	<i>up to 196dB ±3dB re 1uPa@1m</i>
<i>Programmable source signatures:</i>	<p><i>Pinger: Any frequency can be selected between 2KHz – 18KHz in 0.1Khz. Any number of cycles between 1 – 32 can be selected for any of the frequencies above.</i></p> <p><i>Ricker: Any frequency can be selected between 2KHz – 18KHz in 0.1Khz steps. Any number of cycles between 1 – 32 can be selected for any of the frequencies above.</i></p> <p><i>Chirp: There at over 10 Chirp waveforms available at sweeps of 5Hz, 10kHz and 15kHz. Chirp sweeps of 2kHz – 7kHz, 2kHz – 12kHz and 2kHz – 17kHz can be selected.</i></p>
<i>Environmental Condition</i>	<p><i>Operating temperature 0° to 50°C</i></p> <p><i>Storage temperature 0° to 55°C</i></p> <p><i>Relative humidity 95% non-condensing</i></p>
<i>IP rating</i>	<i>IP66</i>
<i>Data Logging and processing</i>	<i>Getac S410 (or similar) semi ruggedized laptop computer with data acquisition and processing software as would be required.</i>
<i>Connectors</i>	<i>3 x Serial, Power in, Deck cable to system / cable winch, PPS, External trigger</i>
<i>Mounting</i>	<i>Table top mounting with necessary fitting and fixing on board multipurpose inspection vessel.</i>
<i>Transducer</i>	<i>Out board type Transducer with all necessary S.S bracket, fittings and fixtures and minimum 20m Transducer cable.</i>
<i>Installation Materials</i>	<i>All installation materials like cables, Junction box, Cable tool kits, Power cable, Charring Box, socket &amp; all related items are to be provided.</i>
<i>Standard Accessories</i>	<i>Standard accessories must include every item and accessories, which are essential to install and operate the Sub Bottom Profile, whether those are mentioned in the specification or not.</i>
<i>Installation &amp; Commissioning</i>	<i>Shall be done on Purchaser's designated two vessels (Any two of those Inland Survey Vessel named BIWTA-Tista/Turag/Titas/Dhansiri/Ichamoti/Balu/Bhairov) to be provided by BIWTA.</i>
<i>Training on devices and system operation</i>	<i>The Supplier shall conduct, at its own cost, in-hands training to the Purchaser's technical personnel as stated in sub-section 3.5 (In-hands Training) below, so that participant be capable to operate the device with software as would be required independently.</i>

	<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods.</i>
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**Item No. 04: Digital Hydrographic Echo-Sounder (DHSE)- Single Frequency**

4.1	<p><i>Installation</i></p> <p><i>The supplied <b>DHSE</b> would be installed with Portable transducer assembly in existing survey vessel with all necessary installation material. Other requirements are:</i></p> <p><i>Sensor alignment will be carried out by manufacturer's technical staff.</i></p> <p><i>Supplied DHSE should be calibrated for roll, pitch, latency and heading offsets by the manufacturer's technical staff.</i></p> <p><i>Sensor alignment will be carried out by manufacturer's technical staff.</i></p> <p><i>All other installation including electronic components and system hardware should be damped for shocks and vibrations.</i></p> <p><i>The complete portable single Beam Echo Sounder (SBES) should be comprised of following main units: (1). Recording unit with digital display.</i></p> <p><i>(2). Portable transducer assembly</i></p> <p><i>(3). Other related accessories</i></p>																																			
4.2	<p><i>Technical Specifications/Features</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><i>Make/Brand/Model:</i></td> <td><i>To be specified by the bidder</i></td> </tr> <tr> <td><i>Country of Origin:</i></td> <td><i>To be specified by the bidder</i></td> </tr> <tr> <td><i>Type</i></td> <td><i>Digital Hydrographic Survey Echo-sounder-Single Frequency.</i></td> </tr> <tr> <td><i>Unit</i></td> <td><i>Meter (User selectable)</i></td> </tr> <tr> <td><i>Depth Range</i></td> <td><i>0.5-100m</i></td> </tr> <tr> <td><i>Frequency</i></td> <td><i>200KHz, 0.5-200m Range of operation, Accuracy <math>\pm 0.001m + 0.1\%</math> h at 1cm resolution, Self-recording and self-display, beam angle <math>7^\circ</math>, Own software survey suite as would be required, capable of sea bottom layer, etc.</i></td> </tr> <tr> <td></td> <td><i>Classification: To be specified by the bidder</i></td> </tr> <tr> <td><i>Sound Velocity</i></td> <td><i>1370-1700m/s</i></td> </tr> <tr> <td><i>Output Power</i></td> <td><i>Minimum 350W</i></td> </tr> <tr> <td><i>Ping Rate</i></td> <td><i>1-20 Hz. To be specified by the bidder. Higher ping rate is preferable.</i></td> </tr> <tr> <td><i>Required Power</i></td> <td><i>Provision for both AC 220V, 50/ 60Hz and DC 12-24V with polarity protection. Other power requirements should be included if necessary.</i></td> </tr> <tr> <td><i>Accuracy</i></td> <td><i>1cm <math>\pm 0.1\%</math> depth</i></td> </tr> <tr> <td><i>Depth Resolution</i></td> <td><i>1cm</i></td> </tr> <tr> <td><i>Depth Range Selection</i></td> <td><i>Auto and manual (user selectable)</i></td> </tr> <tr> <td><i>Real Time Data Display</i></td> <td><i>LCD display enables to show depth in both high and low frequencies.</i></td> </tr> <tr> <td><i>Digitizer</i></td> <td><i>Capability of digital signal processing. Digital depth data output through RS/ USB/ PS ports.</i></td> </tr> <tr> <td><i>Draft Adjustment</i></td> <td><i>0 to 5m, adjustable at 1cm steps</i></td> </tr> </table>		<i>Make/Brand/Model:</i>	<i>To be specified by the bidder</i>	<i>Country of Origin:</i>	<i>To be specified by the bidder</i>	<i>Type</i>	<i>Digital Hydrographic Survey Echo-sounder-Single Frequency.</i>	<i>Unit</i>	<i>Meter (User selectable)</i>	<i>Depth Range</i>	<i>0.5-100m</i>	<i>Frequency</i>	<i>200KHz, 0.5-200m Range of operation, Accuracy <math>\pm 0.001m + 0.1\%</math> h at 1cm resolution, Self-recording and self-display, beam angle <math>7^\circ</math>, Own software survey suite as would be required, capable of sea bottom layer, etc.</i>		<i>Classification: To be specified by the bidder</i>	<i>Sound Velocity</i>	<i>1370-1700m/s</i>	<i>Output Power</i>	<i>Minimum 350W</i>	<i>Ping Rate</i>	<i>1-20 Hz. To be specified by the bidder. Higher ping rate is preferable.</i>	<i>Required Power</i>	<i>Provision for both AC 220V, 50/ 60Hz and DC 12-24V with polarity protection. Other power requirements should be included if necessary.</i>	<i>Accuracy</i>	<i>1cm <math>\pm 0.1\%</math> depth</i>	<i>Depth Resolution</i>	<i>1cm</i>	<i>Depth Range Selection</i>	<i>Auto and manual (user selectable)</i>	<i>Real Time Data Display</i>	<i>LCD display enables to show depth in both high and low frequencies.</i>	<i>Digitizer</i>	<i>Capability of digital signal processing. Digital depth data output through RS/ USB/ PS ports.</i>	<i>Draft Adjustment</i>	<i>0 to 5m, adjustable at 1cm steps</i>
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<i>Ports and Interfacing</i>	<i>Bi-directional RS/USB ports should be available for interfacing with DGPS/ GPS and PC. The Echo should accept Data Acquisition Software as would be required</i>
<i>Environmental Condition</i>	<i>Operating temperature 0° to 50°C Storage temperature -5° to 55°C Relative humidity 100%non-condensing</i>
<i>Transducer</i>	<i>Portable transducer assembly with all necessary fittings, fixture and cable as required from the location to the display.</i>
<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods.</i>

**Item No. 05: Acoustic Doppler Current Profiler**

5.1	<p><i>General</i></p> <p><i>The Acoustic Doppler Current Profiler (ADCP) device/instrument will be suitable for use in measuring and collecting high accurate stream and discharge data in cross sections of rivers. ADCP must be compatible with normal computer gear and should have a separate program, as long as the files can be transferred and converted to other formats-for example Microsoft Excel. The ADCP shall be custom-designed boat provided with user friendly software and convenient wireless communication system to have precision river discharge measurement even from a shallow stream to ranging river.</i></p> <p><i>The ADCP shall be brand new, high quality, easy to carry, deploy and to operate and it shall utilize a flat surface 4-beam phased-array transducer and its fifth beam is to be used to measure depth.</i></p>								
5.2	<p><i>Technical Specifications/Features</i></p> <table border="1"> <tr> <td><i>Make/Brand/Model:</i></td> <td><i>River Ray/ Substantially Equivalent- to be specified by the bidder</i></td> </tr> <tr> <td><i>Country of Origin:</i></td> <td><i>To be specified by the bidder</i></td> </tr> <tr> <td><i>Common Features</i></td> <td> <p><i>Intelligent: Automatic adaptive sampling based on flow condition continuously to optimize discharge measurement from bank to bank ensuring the highest quality data without intervention.</i></p> <p><i>Transducer: Flat designed to a reduced in size, weight and flow disturbance.</i></p> <p><i>Versatile: Capable to deliver by a single instrument high quality data in environment ranging from 0.4m to 60m deep river. Shall provide interwoven independent and short range measurement with discharge computation in critical surface layer.</i></p> <p><i>Platform stability: Float boasted to reduce drag, to cause less flow disturbance and easy handling even in high water velocity and rough surface.</i></p> </td> </tr> <tr> <td><i>Common Features</i></td> <td> <p><i>Wireless: Cable-less and data shall be wirelessly transmitted to shore station via Bluetooth or similar technology.</i></p> <p><i>DGPS compatible: Able to integrate an external DGPS for difficult condition, such as moving beds.</i></p> <p><i>Environment: Operation: -50 to 450 C and Storage: -20 to 50 C</i></p> </td> </tr> </table>	<i>Make/Brand/Model:</i>	<i>River Ray/ Substantially Equivalent- to be specified by the bidder</i>	<i>Country of Origin:</i>	<i>To be specified by the bidder</i>	<i>Common Features</i>	<p><i>Intelligent: Automatic adaptive sampling based on flow condition continuously to optimize discharge measurement from bank to bank ensuring the highest quality data without intervention.</i></p> <p><i>Transducer: Flat designed to a reduced in size, weight and flow disturbance.</i></p> <p><i>Versatile: Capable to deliver by a single instrument high quality data in environment ranging from 0.4m to 60m deep river. Shall provide interwoven independent and short range measurement with discharge computation in critical surface layer.</i></p> <p><i>Platform stability: Float boasted to reduce drag, to cause less flow disturbance and easy handling even in high water velocity and rough surface.</i></p>	<i>Common Features</i>	<p><i>Wireless: Cable-less and data shall be wirelessly transmitted to shore station via Bluetooth or similar technology.</i></p> <p><i>DGPS compatible: Able to integrate an external DGPS for difficult condition, such as moving beds.</i></p> <p><i>Environment: Operation: -50 to 450 C and Storage: -20 to 50 C</i></p>
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<i>Transducer and Hardware</i>	<i>System Frequency: Minimum 600kHz, configured to phased array-flat surface –four beams at 30-degree beam angle. Internal Memory: Minimum 16MB.</i>
<i>Depth Measurement</i>	<i>Range: 0.3m to 100 ((±1.5); Resolution: 1mm</i>
<i>Profile (Water Velocity)</i>	<i>Velocity range: ± 5m/s to ±20 m/s Profile range: 0.5m to 60m (±0.2mm) Operation mode: Broadband or pulse-coherent, automatic Bottom Tracking: Broadband, velocity range of ± 9m/s, depth range of 0.4m to 100m (±0.2mm). Resolution: 1mm/s</i>
<i>Vertical Beam</i>	<i>Range: 0.2m to 80m ((±1.5), Resolution: 1mm</i>
<i>Power</i>	<i>Input: 10-20vDC, Battery(float inside): 12V, 6A hr-rechargeable Battery capacity : above 35 hrs continuous</i>
<i>Sensor (standard)</i>	<i>Temp range: -50 C to 450 C degree, Tilt: 9007, Compass: 0-3600</i>
<i>Communication</i>	<i>Standard, RS-232, 1100 to 110000 baud, 200m range, Bluetooth or similar technology</i>
<i>Software Provision</i>	<i>Updated &amp; standard, Win River-II or Equivalent standard for moving boat measurement.</i>
<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 06: Remotely operated hydrographic survey Drone Boat**

<i>Type</i>	<i>Remotely operated hydrographic survey drone boat</i>
<i>Brand/Model</i>	<i>To be specified by the bidder</i>
<i>Country of origin</i>	<i>To be specified by the bidder</i>
<i>Year of manufacturing</i>	<i>2019 or later</i>
<i>Standard Accessories</i>	<i>Standard accessories must include which are essential to install and operate the remotely operated hydrographic survey drone boat, whether those are mentioned in the specification or not.</i>

**TECHNICAL SPECIFICATIONS:**

**PHYSICAL:**

- a. Boat length: Not more than 2 m
- b. Boat width: Not more than 1.1 m
- c. Boat height: Not more than 1.1 m
- d. Weight of base boat with batteries : Not more than 65 Kg
- e. Payload: Minimum 30 kg
- f. Hull Type: Catamaran
- g. Hull Material: Aluminum

**PROPULSION:**

- h. Propulsion: Electric Thrusters
- i. Propulsion Power: Not less than 400W
- j. Endurance: 20 Hours at 2 knots
- k. Maximum Speed: Not less than 5 knots

**NAVIGATION AND PAYLOAD (The Drone Boat is included with Auto Nav systems and mountings only for rigging fixing of MBES & RTK GPS):**

- l. Navigation Sensors :RTK GPS*
- m. Navigation Sensors :INS/MRU*
- n. Payload Sensors :Multibeam Echo Sounder/Sonar*

**COMMUNICATION AND CONTROL:**

- o. Type of Telemetry : 4G/WIFI/VHF*
- p. Data Sent to control : Vessel Telemetry, Multibeam coverage, remote settings, remote control of acquisition computer*
- r. control parameter sent to USV: control mode: manual, course+ speed, way point mission.*
- s. Emergency Recovery Procedure: watchdog: standby mode*

**OPERATIONS**

- t. Min Turning Radius( m): 0*
- u. Maximum Speed(kn): 5.5*
- v. Max Remote operating range(m): 2000*
- vi. Battery operating duration: not less than 6 hours continuous*

*Warranty: At least 02(two) years from the date of acceptance of the Goods.*

**Item No. 7: Data storage, protection and recovery system**

7.1	Data storage, protection and recovery system	Type	NAS Storage device, Brand: Dell/QNAP/ or Substantially Equivalent.
		Storage Capacity	100 Terra byte Data storage and Server system device.
		Brand /Model	To be specified by the bidder
		Country of Origin	To be specified by the bidder
7.2	Accessories provision	Necessary accessories including data cable shall be provided with the device.	
7.3	Warranty	At least 02(two) years from the date of acceptance of the Goods	

**Lot-02: Navigation System Equipment:****Item No. 1: Differential Global Positioning System Receiver**

1.1	<p><i>General</i></p> <p><i>The <b>Differential Geo-Positioning System (DGPS) Receiver</b> equipment shall be brand new, high quality and current commercial design and technique. The equipment and materials shall be suitable for operation under the environmental condition of Bangladesh. The equipment shall be maintainable in the field to the lowest replaceable unit by local personnel. The equipment must be light weight, robust, accurate and in waterproof enclosure and corrosive resistance. All parts and accessories of the equipment shall be free from manufacturing and/ or material defect such as breaks, cracks, dents, deformation etc. when delivered at the place of destination.</i></p>																																				
1.2	<p><i>Installation</i></p> <p><i>The supplied DGPS Receiver would be installed by the manufacturer's technical staff in the survey vessel with all necessary installation materials for damping against shocks and vibrations.</i></p>																																				
1.3	<p><i>Technical Specifications/Features</i></p> <table border="1"> <tr> <td data-bbox="248 877 537 936"><i>Make/Brand/Model:</i></td> <td data-bbox="545 877 1409 936"><i>To be specified by the bidder</i></td> </tr> <tr> <td data-bbox="248 942 537 1001"><i>Country of Origin:</i></td> <td data-bbox="545 942 1409 1001"><i>To be specified by the bidder</i></td> </tr> <tr> <td data-bbox="248 1008 537 1066"><i>DGPS Receiver</i></td> <td data-bbox="545 1008 1409 1066"><i>C/A code, L1 measurement.</i></td> </tr> <tr> <td data-bbox="248 1073 537 1131"><i>Update rate</i></td> <td data-bbox="545 1073 1409 1131"><i>At least 10 Hz</i></td> </tr> <tr> <td data-bbox="248 1138 537 1197"><i>Accuracy</i></td> <td data-bbox="545 1138 1409 1197"><i>1-5m 2DRMS Position with DGPS + 0.05M/s Velocity with DGPS.</i></td> </tr> <tr> <td data-bbox="248 1203 537 1262"><i>Time to first fix</i></td> <td data-bbox="545 1203 1409 1262"><i>Less than 1 minute with almanac 15 minutes from cold start.</i></td> </tr> <tr> <td data-bbox="248 1268 537 1327"><i>Reacquisition</i></td> <td data-bbox="545 1268 1409 1327"><i>Less than 2 minutes</i></td> </tr> <tr> <td data-bbox="248 1333 537 1392"><i>DGPS Beacon Receiver</i></td> <td data-bbox="545 1333 1409 1392"></td> </tr> <tr> <td data-bbox="248 1398 537 1457"><i>Type</i></td> <td data-bbox="545 1398 1409 1457"><i>Automatic or Manual tuning.</i></td> </tr> <tr> <td data-bbox="248 1463 537 1522"><i>Frequency</i></td> <td data-bbox="545 1463 1409 1522"><i>283.5-325.0 KHz in 500 Hz steps</i></td> </tr> <tr> <td data-bbox="248 1528 537 1587"><i>Interface</i></td> <td data-bbox="545 1528 1409 1587"><i>2 bi-directional USB/RS ports (db9 female port with 5m cable)</i></td> </tr> <tr> <td data-bbox="248 1593 537 1652"><i>Display</i></td> <td data-bbox="545 1593 1409 1652"></td> </tr> <tr> <td data-bbox="248 1659 537 1717"><i>LCD</i></td> <td data-bbox="545 1659 1409 1717"><i>High resolution LCD display.</i></td> </tr> <tr> <td data-bbox="248 1724 537 1782"><i>DGPS Status Display</i></td> <td data-bbox="545 1724 1409 1782"> <i>(i) Tracking station frequency, ID, and Distance</i>  <i>(ii) Baud rate, Noise and Signal strength.</i>  <i>(iii) Satellite Number (PRN), respective correction and correction age.</i> </td> </tr> <tr> <td data-bbox="248 1789 537 1848"><i>Position reference system</i></td> <td data-bbox="545 1789 1409 1848"><i>Lat/Lon.</i></td> </tr> <tr> <td data-bbox="248 1854 537 1913"><i>Language</i></td> <td data-bbox="545 1854 1409 1913"><i>English.</i></td> </tr> <tr> <td data-bbox="248 1919 537 1978"><i>Antennas:</i></td> <td data-bbox="545 1919 1409 1978"></td> </tr> <tr> <td data-bbox="248 1984 537 2043"><i>Type</i></td> <td data-bbox="545 1984 1409 2043"><i>Antenna type, quantity, dimension etc. to be specified clearly in the Bid.</i></td> </tr> </table>	<i>Make/Brand/Model:</i>	<i>To be specified by the bidder</i>	<i>Country of Origin:</i>	<i>To be specified by the bidder</i>	<i>DGPS Receiver</i>	<i>C/A code, L1 measurement.</i>	<i>Update rate</i>	<i>At least 10 Hz</i>	<i>Accuracy</i>	<i>1-5m 2DRMS Position with DGPS + 0.05M/s Velocity with DGPS.</i>	<i>Time to first fix</i>	<i>Less than 1 minute with almanac 15 minutes from cold start.</i>	<i>Reacquisition</i>	<i>Less than 2 minutes</i>	<i>DGPS Beacon Receiver</i>		<i>Type</i>	<i>Automatic or Manual tuning.</i>	<i>Frequency</i>	<i>283.5-325.0 KHz in 500 Hz steps</i>	<i>Interface</i>	<i>2 bi-directional USB/RS ports (db9 female port with 5m cable)</i>	<i>Display</i>		<i>LCD</i>	<i>High resolution LCD display.</i>	<i>DGPS Status Display</i>	<i>(i) Tracking station frequency, ID, and Distance</i> <i>(ii) Baud rate, Noise and Signal strength.</i> <i>(iii) Satellite Number (PRN), respective correction and correction age.</i>	<i>Position reference system</i>	<i>Lat/Lon.</i>	<i>Language</i>	<i>English.</i>	<i>Antennas:</i>		<i>Type</i>	<i>Antenna type, quantity, dimension etc. to be specified clearly in the Bid.</i>
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	<i>Combined GPS and beacon antenna.</i>
<i>Frequency</i>	<i>GPS L1. 1575 MHz Beacon 283 5-325KHZ  GNSS Reception: GPS L1/L2/L5, GLONASS L1/L2, BeiDou, SBAS, and Galileo E1 GNSS Frequency: 1.200 to 1.253 GHz 1.525 to 1.613 GHz Beacon Frequency: 283.5 - 325 KHz Beacon LNA Gain: 30 dB L-band frequency: 1.525 - 1.585 GHz L-band LNA Gain: 30 dB</i>
<i>Cable length</i>	<i>30 meters (100ft)</i>
<i>Environmental:</i>	
<i>Operating temperature (CDU)</i>	<i>0 to 50°C.</i>
<i>Operating temperature</i>	<i>0 to 50°C.</i>
<i>Storage Temperature</i>	<i>0 to 60°C.</i>
<i>Power:</i>	
<i>Supply Voltage</i>	<i>11-30 VDC with polarity protection</i>
<i>Ingress Protection</i>	<i>IP66 or more.</i>
<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 2: Handheld Global Positioning System (GPS) Receiver**

2.1	<i>Handheld <b>Global Positioning System (GPS)</b> device provided, water resistant, provided with rechargeable battery</i>
2.2	<i>For measuring latitude and longitude and grid to a pinpoint location.</i>
2.3	<i>Item shall be intentionally accepted factory branded (and standard, ISO certified) and suitable for tropical use.  Make/brand: Trimble Inc, USA or Substantially Equivalent internationally accepted brand- to be specified by the bidder. Model: Trimble Juno 5 or Substantially Equivalent internationally accepted model to be specified by the bidder. Country of origin shall be specified by the bidder. Type/class and technical specification/salient features: to be specified by the bidder and to be supported by manufacturer 's brochures. Warranty: At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 03: Refractorless Total Station**

3.1	<i>Refractorless <b>Total Station (TS)</b>- a complete set of rugged, waterproof survey instrument with tripod, integrated with fast and powerful EDM having accuracy of 25mm , magnitude of 3ox,</i>
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	<i>distance range &gt;3500m, rechargeable battery of continuous use for minimum 12 hrs.</i>
3.2	<i>For surveying using EDM to measure both vertical and horizontal angles and the slope distance from the instrument to a particular point, and an on-board computer to collect data and perform, inter-alia <u>triangulation</u> Calculations.</i>
3.3	<i>Item shall be intentionally accepted factory branded (and standard, ISO certified and suitable for tropical use). Make/brand: Trimble Inc, USA or Substantially Equivalent internationally accepted brand- to be specified by the bidder. Model: Trimble C5 or Substantially Equivalent internationally accepted model to be specified by the bidder. Country of origin shall be specified by the bidder. Type/class and technical specification/salient features: to be specified by the bidder and to be supported by manufacture 's brochures.</i>
	<i>Warranty: At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 04: RTK GPS Receiver**

4.1	<i>A set of <b>Real Time Kinematic (RTK)</b> positioning survey instrument For use to locate measurements and important points with less effort and more accuracy and to enhance the precision of position data derived from satellite-based positioning systems (global navigation satellite systems, GNSS)</i>
4.2	<i>Item shall be intentionally accepted factory branded (and standard, ISO certified and suitable for tropical use). Make/brand: Hemisphere GNSS, Inc, USA or Substantially Equivalent internationally accepted brand- to be specified by the bidder. Model: S321+GNSS Smart Antenna or Substantially Equivalent internationally accepted model to be specified by the bidder. Country of origin shall be specified by the bidder Type/class and technical specification/salient features: to be specified by the bidder and to be supported by manufacture 's brochures.</i>
4.3	<i>Warranty: At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 05: Digital Leveling Machine**

5.1	<i>Leveling Machine device provided, water resistant, provided with rechargeable battery</i>
5.2	<i>To establish the relative heights levels of objects or marks</i>
5.3	<i>-Item shall be intentionally accepted factory branded (and standard, ISO certified and suitable for tropical use). -Make/brand: Trimble Inc, USA or Substantially Equivalent internationally accepted brand- to be specified by the bidder. -Model: Trimble Dini (Digital) or Substantially Equivalent internationally accepted model to be specified by the bidder.</i>

	<p>-Country of origin shall be specified by the bidder</p> <p>-Type/class and technical specification/salient features: to be specified by the bidder and to be supported by manufacture 's brochures.</p>
5.4	Warranty: At least 02(two) years from the date of acceptance of the Goods

**Item No. 6: Marine Binocular**

6.1	Marine Binocular shall be for observing details from a distance.
6.2	Item shall be water resistant
6.3	<p>Make/brand: SPECTRUM, USA or Substantially Equivalent internationally accepted brand- to be specified by the bidder.</p> <p>Model: SPECTRUM Marine Binoculars or Substantially Equivalent internationally accepted model to be specified by the bidder.</p> <p>Country of origin shall be specified by the bidder</p> <p>Type/class and technical specification/salient features: to be specified by the bidder and to be supported by manufacturer 's brochures.</p> <p>Warranty: At least 02(two) years from the date of acceptance of the Goods</p>

**Lot-03: Other Equipment and Software:**

**Item No. 1: Desktop Computer**

1.1	General						
	Desktop Computer of internationally reputed brand to be specialized with Hydrographic Work Station running a licensed Microsoft Genuine Windows operating system. The Computer shall have technical specifications/features as specified below:						
1.2	Technical Specifications/Features						
	<table border="1"> <tr> <td>Make/Brand/Model:</td> <td>To be specified by the bidder</td> </tr> <tr> <td>Country of Origin:</td> <td>To be specified by the bidder</td> </tr> <tr> <td>Other Features &amp; Requirement</td> <td> <p>Operating System: Microsoft-Windows 10 Pro OEM 64 bit, genuine</p> <p>CPU/Processor: Intel® Core i7orequivalent</p> <p>Memory: 16 GB (2x8GB) 800 MHz DDR4 SDRAM (Upgradable option)</p> <p>Hard disk drive: 2.0 TB, Internal HDD</p> <p>Display size: 24" inch diagonal WXGA with LED</p> <p>Storage Drive (Internal): 2.0TB, solid state</p> <p>Graphics: ATI Mobility Radon TM HD 3450or equivalent</p> <p>Ports: 4 USB 3.0 with microphone in-out connector, battery, connector, docking connector.</p> <p>Network interface: 10/100/1000 NIC</p> <p>Power Supply: fully modular ATX power supply or Equivalent</p> <p>Modem: 56K V.92 modem</p> <p>Case: Fractal design, Tower type</p> </td> </tr> </table>	Make/Brand/Model:	To be specified by the bidder	Country of Origin:	To be specified by the bidder	Other Features & Requirement	<p>Operating System: Microsoft-Windows 10 Pro OEM 64 bit, genuine</p> <p>CPU/Processor: Intel® Core i7orequivalent</p> <p>Memory: 16 GB (2x8GB) 800 MHz DDR4 SDRAM (Upgradable option)</p> <p>Hard disk drive: 2.0 TB, Internal HDD</p> <p>Display size: 24" inch diagonal WXGA with LED</p> <p>Storage Drive (Internal): 2.0TB, solid state</p> <p>Graphics: ATI Mobility Radon TM HD 3450or equivalent</p> <p>Ports: 4 USB 3.0 with microphone in-out connector, battery, connector, docking connector.</p> <p>Network interface: 10/100/1000 NIC</p> <p>Power Supply: fully modular ATX power supply or Equivalent</p> <p>Modem: 56K V.92 modem</p> <p>Case: Fractal design, Tower type</p>
Make/Brand/Model:	To be specified by the bidder						
Country of Origin:	To be specified by the bidder						
Other Features & Requirement	<p>Operating System: Microsoft-Windows 10 Pro OEM 64 bit, genuine</p> <p>CPU/Processor: Intel® Core i7orequivalent</p> <p>Memory: 16 GB (2x8GB) 800 MHz DDR4 SDRAM (Upgradable option)</p> <p>Hard disk drive: 2.0 TB, Internal HDD</p> <p>Display size: 24" inch diagonal WXGA with LED</p> <p>Storage Drive (Internal): 2.0TB, solid state</p> <p>Graphics: ATI Mobility Radon TM HD 3450or equivalent</p> <p>Ports: 4 USB 3.0 with microphone in-out connector, battery, connector, docking connector.</p> <p>Network interface: 10/100/1000 NIC</p> <p>Power Supply: fully modular ATX power supply or Equivalent</p> <p>Modem: 56K V.92 modem</p> <p>Case: Fractal design, Tower type</p>						

		<p><i>Application Software: Provided with latest Antivirus Software and all operating/ application software installed including genuine OS in a CD or its product key number.</i></p> <p><i>Other provisions: Provided with wireless Mouse, standard Key Board and a compact desktop computer table having key board drawer.</i></p> <p><i>Warranty: At least 02(two) years from the date of acceptance of the Goods.</i></p>
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**Item No. 2:Laptop Computer**

<b>2.1</b>	<b>General</b>	
	<p><i>Two number of Laptop Computer shall be supplied to each vessel. They shall be of internationally reputed brand to be specialized with Hydrographic Work Station running a licensed Microsoft Genuine Windows operating system. Laptop Computer shall have technical specifications/features as specified below:</i></p>	
<b>2.2</b>	<b>Technical Specifications/Features</b>	
	<i>Make/Brand/Model:</i>	<i>To be specified by the bidder</i>
	<i>Country of Origin:</i>	<i>To be specified by the bidder</i>
	<i>Other Features &amp; Requirement</i>	<p><i>Operating System: Latest Windows, genuine</i></p> <p><i>Processor: Intel® Core i7or above</i></p> <p><i>Memory: 16 GB 800 MHz DDR3 SDRAM (Upgradable option)</i></p> <p><i>Hard drive: 1(one) TB (Minimum)solid state</i></p> <p><i>Display size: 16"-17" inch diagonal WXGA with LED, or better</i></p> <p><i>Graphics: ATI Mobility Radon TM HD 3450or equivalent</i></p> <p><i>Integrated Camera: 2 MP webcam with business card reader software.</i></p> <p><i>Ports: 3 USB 2.0 with microphone in-out connector, battery connector, docking connector.</i></p> <p><i>Network interface: 10/100/1000 NIC</i></p> <p><i>Modem: 56K V.92 modem</i></p> <p><i>Battery: Rechargeable within 6 hrs and continuous power supply at least for 4 hrs.</i></p> <p><i>Software: Provided with latest Antivirus Software and all operating/ application software installed and in CD including OS.</i></p> <p><i>Other provision: Provided with carrying Bag, wireless Mouse and Cable with device of charging from 220 (±10)V, AC, 50Hz,</i></p> <p><i>Warranty:At least 02(two) years from the date of acceptance of the Goods</i></p>

**Item No. 3: Hydrographic Chart Scanner-cum Plotter**

3.1	<i>General</i>
	<i>The plotter/ e-printer will be used for plotting hydrographic chart, Nautical Chart, Google Earth Image, etc. It must have the capability to plot/print different size Hydrographic Chart interfacing Laptop or PC using HYPACK and CARIS Software or equivalent software and color combination have to be IHO standard.</i>
3.2	<i>Technical Specifications/Features</i>
	<p><i>Type: Scanner Cum Plotter (Large format scanner &amp; Plotter)</i></p> <p><i>Make/Brand/Model : International reputed brand, to be specified by the bidder</i></p> <p><i>Country of Origin : To be specified by the bidder</i></p> <hr/> <p><i>I/O Technology: Thermal Inkjet, Contact Image Sensor (CIS) Technology.</i></p> <p><i>Printer :</i></p> <p><i>Min. Print Speed : Line drawings : 20 sec/page on A1/D, 120 A1/D prints per hour</i></p> <p><i>Output Print Resolution : Up to 2400 x 1200 dpi of better</i></p> <p><i>Accuracy : +-0.1%</i></p> <p><i>Colour Modes: Colour, grayscale and black &amp; white</i></p> <p><i>Data Input Method : File, e-mail, Thumb Drive, FTP, Networks etc</i></p> <p><i>Copier settings : Copy quality, copy color, roll, paper output, content type, original paper type, background removal, contrast, de-skew, blueprints support, copy margin layout, full width, job queue storage mode</i></p> <p><i>Maximum copies : 90 copies (min)</i></p> <p><i>Control Panel : Full Touch Display</i></p> <p><i>Scanner :</i></p> <p><i>Scanner Type : Contact Image Sensor (CIS) Color scanner with Image Logic technology</i></p> <p><i>Min. Scan Speed : Color: up to 6 cm/sec , Grayscale: up to 19 cm/sec</i></p> <p><i>Input Resolution (Min) : To be specified by the bidder.</i></p> <p><i>Memory :</i></p> <p><i>Processor : Intel Core i5M-260 (or substantial equivalent) or latest processor</i></p> <p><i>HDD : Minimum 500 GB hard disk or higher.</i></p> <p><i>Ink System :</i></p> <p><i>Ink Type : Dye-based (C, G, M, pK, Y); pigment-based (mK)</i></p> <p><i>Colours : 6 (Six) colors.</i></p> <p><i>Ink Capacity: To be specified by the bidder.</i></p> <p><i>Media Handling :</i></p> <p><i>Media Width Size : 914mm/36 inches.</i></p> <p><i>Roll Media : Twin Media Settings: 279mm to 914mm (11 inch to 36 inch) wide (min). Scanner: straight-through scan paper path for sheet and cardboard originals.</i></p> <p><i>Cut-sheet : Sheets: 210 x 279 to 914 x 1219 mm (8.3 x 11 to 36 x 48 in)</i></p> <p><i>Standard sheets : A4, A3, A2, A1, A0 (A, B, C, D, E)</i></p> <p><i>Dimensions to be specified by the bidder</i></p> <p><i>Document finishing: Twin Media auto parking feeds and un-feeds with automatic cutter unit.</i></p>

<p><i>Support Media Size: Support media from 0.08 mm to 1.5 mm thick rigid poster board. Borderless printing available options for papers 10", 11.8", 13", 16", 17", 20.3", 23", 24", 29", 33", 36" wide.</i></p>
<p><i>Connectivity and Operating Systems:</i></p>
<p><i>Standard USB : Hi-Speed USB 3.0 (certified)</i></p>
<p><i>Ethernet : Gigabit Ethernet (1000Base-T), HPJet direct accessory slot, supporting the following standards: TCP/IP, Boot/DHCP (IPv4 only).</i></p>
<p><i>Printing paths/Host Printing (without PC) :HP Design jet Smart Stream (optional), Printer driver, HP Embedded Web Server, direct printing from USB flash drive, email printing</i></p>
<p><i>Compatible Operating Systems :Windows XP, Windows Server 2003 &amp; 2008, Windows 7, 10 or 13, Ultimate etc., Windows Server® 2012, Windows Server 2008, Windows drivers for compatible Printers and Mac OS® X 10.9, 10.8, and 10.7</i></p>
<p><i>Rated Voltage : Input voltage (auto ranging) 100 to 240 VAC .</i></p>
<p><i>Standard accessories :</i></p>
<p><i>(i) All installation materials for operation of the equipment to be provided.</i></p>
<p><i>(ii) Operation, maintenance manual, Quick Reference Guide, Drivers CD and catalogue in English to be supplied in hardcopy and soft copy.</i></p>
<p><i>(iii) 20 nos. paper roll and 2 sets of extra Ink cartage to be supplied.</i></p>
<p><i>(iv) Any necessary software for operation and maintenance the equipment to be supplied.</i></p>
<p><i>Capability: It must have the capability to plot/print different size Hydrographic Chart interfacing Laptop or PC using software like named HYPACK and CARIS or equivalent software</i></p>
<p><i>Warranty: At least 02(two) years from the date of acceptance of the Goods</i></p>

#### **Item No. 4: DSLR type Camera**

4.1	<i>Digital SLR type Camera shall be water resistant and be provided with rechargeable battery and battery charger</i>
4.2	<i>Item shall be suitable for capturing landscape images and videos</i>
4.3	<p><i>Technical Specifications/feature:</i></p> <p><i>Make/brand: Canon/Nikon/Sony/Sea life DC 2000 or Substantially Equivalent internationally accepted brand- to be specified by the bidder.</i></p> <p><i>Country of origin- to be specified by the bidder.</i></p> <p><i>Technical specification:</i></p>

4.4	<p><i>Provided with image processor, pixel of min 18 mega pixel provided with standard suitable handy carrying case.</i></p> <p><i>Censor type: CMOS Display type: LCD size :7.5 cm;</i>  <i>Resolution: Image 4000x2500 (min);, Video image: 1500x900 (min);</i>  <i>Closest focus: 0.4cm; Aperture of Lens: f/2.8-5.6;</i>  <i>Closest focus: 0.4cm; View angle: 11.30-75 degree; Battery: Lithium- rechargeable;</i>  <i>Memory type: SD, SDHC,SDXC;</i>  <i>provided with light sensor and USB;</i>  <i>Power input: AC-220 V(±10%)-50 Hz; and</i>  <i>All other specifications/features of the offered item(s) shall be specified by the bidder and be supported by catalogue/ brochures of the manufacturers.</i></p>
4.5	<p><i>Warranty: At least 02(two) years from the date of acceptance of the Goods</i></p>

**Item No. 5: Vibrocorer Device**

5.1	<i>Brand/Model</i>	<i>To be specified by the bidder</i>	
	<i>Country of origin</i>	<i>To be specified by the bidder</i>	
	<i>Year of manufacturing</i>	<i>2019 or later</i>	
	<i>Purpose:</i>	<ul style="list-style-type: none"> <li><i>a. Geotechnical surveys</i></li> <li><i>b. Stratigraphic studies</i></li> <li><i>c. Geological mapping</i></li> <li><i>d. Environmental surveys</i></li> <li><i>e. Pollution investigations</i></li> </ul>	
5.2	<i>Features</i>	<ul style="list-style-type: none"> <li><i>a. Proven performance &amp; high quality cores</i></li> <li><i>b. 30 kN impulse at 30 Hz for fast penetration</i></li> <li><i>c. Reliable, lightweight &amp; cost effective</i></li> <li><i>d. Modular construction (cores of 3 m or 6 m)</i></li> <li><i>e. Pivoting core barrel for horizontal retrieval</i></li> <li><i>f. Water injection for deep cores of 12 m and applications onshore &amp; in transition zone</i></li> <li><i>g. Optional pre-pressured or compensated model for deep water operation</i></li> </ul>	
5.3	<i>Technical Specifications</i>	<i>Maximum weight in air</i>	<i>1000-1200 kg,</i>
		<i>Maximum weight in water</i>	<i>850-1050 kg,</i>
		<i>Total height</i>	<i>3.0-4.5 m (3 m core barrel)</i>

	<i>Footprint base frame</i>	<i>Diameter 1.2- 3.2 m (3 m core barrel)</i>
	<i>Vibro motor</i>	<i>Electrically driven double vibrator (5.5 kVA)</i>
	<i>Vibrating frequency</i>	<i>30 Hz</i>
	<i>Vibration swing force</i>	<i>30-45 kN</i>
	<i>Dead weights on vibrator head</i>	<i>Adjustable, from 100 kg to 300 kg</i>
	<i>Electric power</i>	<i>380 /440 V AC, 3 Phase, 50 / 60Hz Minimum Generator Power: 7.5 kVA</i>
	<i>Electric power umbilical</i>	<i>Standard 250 m, Kevlar-reinforced, polyurethane insulated on reel, Optional 100 m version for shallow water, hand deployed</i>
	<i>Hand operated cable reel</i>	<i>Overall diameter 0.9 m, width 0.5 m, mounted on steel A-frame (hot-dip galvanized), with four wheels for easy maneuverability on deck.</i>
	<i>Electric constant tension cable reel</i>	<i>Special constant tension winch with 750 m umbilical for deep water operations</i>
	<i>Electrical control unit</i>	<i>Rugged HMPE housing, protecting a watertight suspended electric power control unit that contains ampere meter, fuses, start and stop buttons, and green (ON) and red (OFF) LEDs. Automatic end switch when fully penetrated.</i>
	<i>ROP measurement</i>	<i>Acoustic Height Transducer with digital output via USB on control unit</i>
	<i>Core barrel and accessories</i>	<i>ID / OD: 113 mm / 121 mm (stainless steel 316) Length: 3 m Core catcher (stainless steel 316) Cutting shoe (carbon steel) Special anti-return valve Pivoting core barrel head</i>
	<i>Core liner</i>	<i>ID / OD: 106 mm / 110 mm, PVC or transparent PVC length: 3.0 m (3 m barrel)</i>
	<i>Operational depth</i>	<i>Up to 300 m</i>
	<i>Hoisting requirements</i>	<i>Minimum 5 t crane or A-frame 14 mm anti-twist steel cable, type 35 x 7</i>
	<i>Required height below A-frame</i>	<i>5.5 m minimum (3 m core barrel)</i>
	<i>Required deck space</i>	<i>Minimum 12 m length for placing the core barrel into horizontal position to extract the core liner</i>
<i>Main Parts</i>	<i>Protective anti-slip blocks</i>	<i>high quality waterproof plywood</i>
	<i>Spider base frame</i>	<i>carbon steel, hot-dip galvanised (can be folded)</i>
	<i>Core barrel cutting shoe</i>	<i>Replaceable cutting shoe, carbon steel, with stainless steel core catcher</i>
	<i>Core barrel guiding block</i>	<i>HMPE</i>

	<i>Guiding poles</i>	<i>High strength steel</i>
	<i>Stays to rigging head</i>	<i>Stainless steel 316</i>
	<i>Core barrel</i>	<i>ID/OD 113 x 121 mm stainless steel 316</i>
	<i>Pivoting core barrel head</i>	<i>Stainless steel 316</i>
	<i>Non-return valve</i>	<i>Delrin and stainless steel</i>
	<i>Core barrel pivot</i>	<i>Stainless steel, hot-dipgalvanised</i>
	<i>Sliding frame</i>	<i>Stainless steel, hot-dipgalvanised</i>
	<i>Vibromotor</i>	<i>3-phase AC motor, 5.5 kVA</i>
	<i>Dead weights</i>	<i>Adjustable to six pieces of 50 kg each</i>
	<i>Springs</i>	<i>Transferring resonant vibration motion to 30 kN</i>
	<i>Rigging head</i>	<i>Hot-dipgalvanised</i>
	<i>Hoisting wire</i>	<i>Anti-torsion 14 mm steel cable, type 35 x 7</i>
	<i>Underwater power cable</i>	<i>polyurethane, Kevlar-reinforced (12 x 1 mm<sup>2</sup> )</i>
	<i>Standard Accessories</i>	<i>Standard accessories must include every item and accessories, which are essential to install and operate the Vibrocorer Device, whether those are mentioned in the specification or not.</i>
	<i>Warranty</i>	<i>At least 02(two) years from the date of acceptance of the Goods</i>

**Item No. 6: Software Package for Hydrographic Data Acquisition and Processing with four number Dangkal**

6.1	<p><b>General</b></p> <p><i>Software shall be licensed and be suitably customized for data collection, processing and volume calculation by operating devices of hydrographic survey with 3D visualization; and diagnostic features shall be provided in order to collecting hydrographic data and processing for electronic nautical chart.</i></p> <p><i>The required modules and features of the software shall:</i></p> <ul style="list-style-type: none"> <li><i>i) be suitable to run Standard Work Stations, Personal Computers, Laptops and Note Books on standard operating platform such as Windows XP, Windows 7,10 latest version, etc. (Windows Vista will not be acceptable);</i></li> <li><i>ii) be menu driven and have the “Popup” list for easy selection of items;</i></li> <li><i>iii) be installed having name of user/proprietor i.e. BIWTA;</i></li> <li><i>iv) be provided with on line help available on every window;</i></li> <li><i>v) be protected by password and hardware security key for execution of the software;</i></li> <li><i>vi) allow for design, configuration and storage of preferred display layout;</i></li> <li><i>vii) be of language in English.</i></li> </ul>				
6.2	<p><b>Technical Specifications/Salient Features/Configurations</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><i>Make/Brand/Model:</i></td> <td><i>HYPACK MAX &amp; HYSWEEP or Substantially Equivalent - to be specified by the bidder</i></td> </tr> <tr> <td><i>Origin of Product</i></td> <td><i>Internationally accepted -to be specified by the bidder</i></td> </tr> </table>	<i>Make/Brand/Model:</i>	<i>HYPACK MAX &amp; HYSWEEP or Substantially Equivalent - to be specified by the bidder</i>	<i>Origin of Product</i>	<i>Internationally accepted -to be specified by the bidder</i>
<i>Make/Brand/Model:</i>	<i>HYPACK MAX &amp; HYSWEEP or Substantially Equivalent - to be specified by the bidder</i>				
<i>Origin of Product</i>	<i>Internationally accepted -to be specified by the bidder</i>				

<i>Version/Year of Development</i>	<i>Latest- to be specified by the bidder</i>
<i>Survey Planning</i>	<p><i>Projection: should have the wide range of projection creating facilities on any Ellipsoid. Some of the important projections to be supported are Transverse Mercator (with the option to insert any central meridian), Oblique Mercator, Lambert Conformal Conic (with 1, 2 standard parallels), Universal Transverse Mercator (UTM) etc.</i></p> <p><i>Ellipsoid: The software should have the provision to work with all Standard Ellipsoids like WGS-84, GRS, International, Everest 1830, Everest Modified, Clarke, Bessel, etc.</i></p> <p><i>Datum: capability to work on any local datum and furnished with the capacity to transfer one datum to another using 3-parameters and 7-parameters datum transformation.</i></p> <p><i>Grids: The software must work on predefined grids and as well as local grids.</i></p> <p><i>Unit: capable of working with any selection of distance and grid units; such as International Meter, Meter, Indian Feet, International Feet, American Feet, Yards, Miles, Nautical Miles, Kilometers etc.</i></p>
<i>Survey area and Line</i>	<p><i>Shall have the capability to delineate the survey area.</i></p> <p><i>Must have the facility to define the area with geographical and grid co-ordinates.</i></p> <p><i>Shall be capable to create unlimited survey lines in the form of straight lines, curve lines and cross lines in a single or multiple segments on the survey area in any direction as per user requirements.</i></p> <p><i>Shall have the ability to show all the planned lines or a selected portion labeled with Lat-Long or X-Y co-ordinates as per user desire.</i></p> <p><i>Shall have ability to clip the survey lines at neat lines.</i></p>
<i>Symbol and Scale</i>	<p><i>Shall provide necessary symbol, text, borders, graduation, scale etc. as per IHO standard and have the ability to edit them if required.</i></p> <p><i>Shall have the capability to draw final sheet in any desired scale such as; 1:500, 1:1000, 1:2500, 1:5000, 1:10000, 1:25000, 1:50000, 1: 100000 etc.)</i></p> <p><i>Shall have the capability to convert scale of the final sheet at any time at the processing stage.</i></p>
<i>Navigation and Data acquisition</i>	<p><i>The software must have the provision for automatic acquisition of hydrographic raw data and for this some of the important features of the software are appended below:</i></p> <p><i>Sensor Interface:</i></p> <p><i>(i) The system shall provide features for unambiguous definition of port identification and data format for all sensors, specification of data communication, vessel offset and sensor correction values along with exact location of all sensors and</i></p> <p><i>(ii) The list of pre-defined sensor interfaces shall include basic navigation sensor and navigational aids comprising GPS/DGPS System, Real Time Tidal Information through telemetry, Single-beam echo-sounders and have the facility to enter vessel data including roll heave &amp; pitch as a minimum.</i></p>

	<p><i>Data Logging and Digitizing: It must have the facilities to insert manual data in geographical and grid co-ordinate and Digital input facilities shall be available in the software to draw / enter /digitize topographical details like symbol, bank line, text, sounding, contour, spot heights etc.</i></p> <p><i>I/O device: It shall be possible to select I/O drivers for all commonly used sensor system from a list of pre-defined interfaces and I/O port setting shall allow handling of interfaces via RS-232 and LAN/WAN.</i></p>
<p><i>Supervision of the System Performance</i></p>	<p><i>Supervision of the System Performance: It shall be able to display all collected data like: geodetic system, vessel parameters, equipment parameters, positioning network (Lat, Long and X,Y), survey area, planned lines, etc. in order to allow supervisions of the system performance, verification of proper operation of sensor and inspection of the quality of incoming data.</i></p> <p><i>Data format and storage: Shall have the facility to store collected data automatically and retrieve the data as documentation of the survey setup; and logging of data shall be user defined based on the distance traveled along line, time elapsed or on-demand. Logged Data shall be position and time stamped according to System or GPS clock.</i></p> <p><i>Monitoring of Survey operation:</i></p> <p><i>(i)Comprehensive facilities for monitoring the actual survey operation shall be available in the software.</i></p> <p><i>(ii) Shall have PPS Real Time Input/ Output and Status Alert. Alarm for minimum depth and early warning of signal failure or malfunctioning of any device and shall have visual input data monitoring option.</i></p> <p><i>iii) Shall have feature of a real time helmsman display providing steering information (left-right) for smooth running of vessel on a planned survey line accurately. The helmsman display shall provide off track and along track information.</i></p> <p><i>(iv)Shall provide overview of the current survey operation and its progress.</i></p> <p><i>(v) Shall have feature of graphical presentation of selected survey objects and cartographic features in real time for both absolute and relative position.</i></p> <p><i>(vi) Shall have the capacity to interface Single and Multiple Sensors, Position Navigation System, Surface Navigation System, Attitude and Heading Sensors, Bottom Classification Systems, Single Beam (Single and Dual Frequency) Echo-sounders, Sound Velocity Profiler (Online and Input), Tidal Information (Online and Input), GPS, DGPS, RTK GPS, DGPS Computation and Quality Control Support and other related survey equipment of different brands commonly used worldwide.</i></p>

<p><i>Supervision of the System Performance</i></p>	<p><i>Data Management and Storage:</i></p> <ul style="list-style-type: none"> <li><i>(i) The raw data file must be protected unaltered in any circumstances</i></li> <li><i>(ii) The software shall have the facilities for data management and storage providing for automated managing and storing of survey data in a structured way</i></li> <li><i>(iii) It should have the provision to export raw/processed data to other commonly used cartographic software.</i></li> <li><i>(iv) It should have data storage facilities in ASCII format, generic raw format and/or user defined format</i></li> <li><i>(v) It should have the provision to auto-create a database for storage of all raw and final data</i></li> <li><i>(vi) It should be possible to edit raw data before being transferred to the database. In the event of any modification, the original files should remain intact and the edited data must be flagged</i></li> <li><i>(vii) It should have the facility to store all the corrected data in the database separately from the raw data files</i></li> <li><i>(viii) Depth-wise color coding facilities on processed data and in bathymetric sheet should be available in the software</i></li> <li><i>(ix) It should have the facility to generate contour automatically using spot heights/soundings</i></li> <li><i>(x) It must have the provision to calculate the dredging volume from the pre-dredging and post-dredging survey data and (xi) The software shall provide features for generation of comprehensive survey report.</i></li> </ul> <p><i>Post-processing of Data: software should have all the post processing facilities; such as:</i></p> <p><i>Data Editing:</i></p> <ul style="list-style-type: none"> <li><i>(a) The software shall provide features for editing of all survey data.</i></li> <li><i>(b) The editing shall be based on the graphical editor tools.</i></li> <li><i>(c) It should be able to view all the collected raw and edited data separately with the provision of determining geographical and grid co-ordinates, datum and projection system, scaling system etc. It should have the facility to estimate the errors, identify abnormal position, and evaluate the position quality.</i></li> <li><i>(d) Should have the facility to select sounding profile from collected data and process those selected profiles all together.</i></li> <li><i>(e) Should have the facility to automatically filter wrong and outlier data as per set parameters and destroy unwanted data.</i></li> <li><i>(f) Should have the provision for automatic and manual data cleaning and smoothing facilities.</i></li> <li><i>(g) Should have the facility to generate contour lines with selectable interval indexing automatically with as it is or smoothed using depths or spot height.</i></li> </ul> <p><i>Model Modeling:</i></p> <ul style="list-style-type: none"> <li><i>(a) The software must have feature tools for generation, manipulation and analysis of 2D/3D surface model and Digital Terrain Model (DTM) in real Time.</i></li> <li><i>(b) The software must have feature tools for generation, manipulation and analysis of 2D/3D surface model and Digital Terrain Model (DTM) in real Time.</i></li> </ul>
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	<p>(c) From the DTM's generated, it shall be possible to output selected data comprising contour curves, geo-referenced images of DTM, DTM in ASCII xyz format etc. as a minimum</p> <p><i>Production of fair sheet:</i>  The software shall include facilities for production of final bathymetric charts.</p> <p>(a) The charts shall allow for presentation of various elements and data types and allow mixing of a range of a mapping data in different form overlays with company logo, scale, scale-bar, colour palate, text, XY-grid, compass rose, north arrow etc.</p> <p>(b) Shall have the facility to define layout of survey data on the charts and to store pre-defined lay out as templates.</p> <p>(c) The layout shall have the capability to inherit the properties from parent frame.</p> <p>(d) The properties of the frame shall comprise scale, origin, geodetic parameters, size and position of frame, name, width, height etc. among others.</p> <p>(e) Map view must allow for display various data types such as: vector lines, run lines, Auto-CAD files (DXF, DWG), bathymetric plot, track plot, geographical bitmaps.</p> <p>(f) Software shall support import of commonly used file types such as: contours (DXF, DWG) and geographic bitmaps.</p> <p>(g) Any windows supported Standard Printer/Plotter used worldwide should be able to print the output.</p>
<p>Contents of the Software Package</p>	<p>Latest version of the software should include following facilities /options:</p> <p><i>Software Drivers: Include at least followings</i></p> <p>(1) <i>Bortide.dll: Custom driver for Port of Bordeaux that receives multiple tide gauges and interpolates the tide based on current boat position.</i></p> <p>(2) <i>Capture.dll: Option to turn on a binary filter for ASCII mode that will delete anything that is to ASCII code 32 – 126.</i></p> <p>(3) <i>Odom CV - 3.dll: Modified the driver to read the GGA message coming inform the ODOM.</i></p> <p>(4) <i>Syqwest.dll: Supports a dual frequency system using 1 transducer.</i></p> <p>(5) <i>Towfish.dll: Replaces the towcable.dll to choose the depth of the channel when not using the shallow fish option.</i></p> <p><i>Multi Position Devices on One Mobile: Monitor quality of multiple positioning devices (gps.dll, posmv.dll and novatel.dll)on one mobile and switch between positioning systems, or use an average of multiple systems without leaving the Survey interface.</i></p> <p><i>Data Collection and Processing: Single Beam, Multibeam, Side Scan Sonar, etc.</i></p> <p><i>-Full Navigation with AIS Integration</i></p> <p><i>-S57 Chart Update and Real-Time Verification</i></p>

	<ul style="list-style-type: none"> <li>-Real-time 3D Terrain Model with AVI recording.</li> <li>-Real-time Altitude for Keel Clearance</li> <li>-Reports: Sections, Volumes, TIN Models, Plots, Side Scan Mosaic</li> <li>System alignment and calibration</li> <li>- Multibeam data collection and review</li> <li>-Multibeam data editing</li> <li>-QC and performance testing</li> <li>-Real-time imaging, targeting, QC.</li> <li>-Powerful Graphical/Automated Editing</li> <li>-CUBE data Processing Integration</li> <li>-Patch Test Calibration</li> <li>-Performance and Statistical Reports.</li> </ul>
<i>Licensed Key</i>	<i>Registered HYSWEEP License or Equivalent Key in favor of the Purchaser for operation, data acquisition and processing through use MBES, SSS, SBP, single beam echo-sounder, etc.</i>
<i>Up-gradation /Free License</i>	<i>3 (Three) years free license and up-gradation provision from the date of acceptance</i>

### 3.4. Installation and Functioning Trial

The Supplier shall deliver all the above items of Goods in anew and unused condition; and shall have them assembled, installed, mounted, fitted, adjusted, configured and put into operation by expert technical personnel, as would be required; and subsequently shall carry out and complete trial operation with rectification if any defect or deficiency (including those notified by the Purchaser) until the functioning status of each item has achieved satisfactorily level of commissioning. The costs related to assembly /installation/mounting/fitting/adjustment /configuring /rectifying defects or deficiencies of any item of supply shall be included in the Bid/Contract Price.

Services shall be provided for the Goods supplied and installation against all items for Lot-1, Lot-2 and Lot-3.

### 3.5. In-hands Training to the Purchaser's Representatives

The Supplier shall have to provide comprehensive in-hands training to the Purchaser's technical personnel, at least for 6 (six) Technical Staffs of BIWTA, so that the Purchaser's personnel could be capable independently to handle and perform operation including data collection, processing, volume calculation trouble-shooting and solving functional problem with the equipment/devices. Such training shall be conducted for 20 (Twenty) business days at Phase-I to be conducted immediately after commissioning of items and for 10 (ten) business days at Phase-II to be conducted after 60 days of commissioning of all Goods or any agreed time within the warranty period. The cost of such local training shall be included into the Bid/Contract Price.

As a minimum, such training shall cover the Goods under all Items of all lots except marine Binocular, Desk-Top& Laptop computer and DSLR Camera.

**4. Drawings**

**These Bidding Documents includes no drawings.**

## 5. Inspection and Tests

The following inspections and tests shall be performed at Supplier's cost:

### 1. General definitions and requirement

Throughout this specification, the following general definitions shall apply:

#### Inspection:

A local Inspection Team/Acceptance Committee comprising technical personnel shall be selected by the Purchaser. The team/committee shall carry out inspection of the Goods in the presence of Supplier's representative(s) at the Purchaser's designated premises.

The Supplier is to prove that all equipment functions as per the Technical Specifications and is in accordance with the project requirements.

#### A. Overseas/Pre-shipment Inspection (PSI) before shipment

- i) A third party pre-shipment inspection (PSI) shall be carried out by accredited agency(ies) authorized by the manufacturer and acceptable to the Purchaser to certify that the ordered Goods (MBES and other hydrographic survey and related equipment) have been manufactured in compliance with specific standards in terms of quality and functioning performance. Such certification(s) of compliance issued by internationally accepted agency(ies)/ body(ies) (like, Societe Generale de Surveillance (SGS)/ INTERTEK/ Bureau of VERITAS or Equivalent) shall be provided to the Purchaser before delivery of the Goods at final destination in Bangladesh. The cost of PSI shall be borne by the Supplier.
- ii) PSI/FAT: Pre-shipment Inspection(PSI)/ Factory Acceptance Test(FAT) is mandatory for Lot 01.ItemNo. 01to 06 (Swathe Multi-beam Echosounders, Side Scan Sonar, Sub Bottom Profiler, DH Survey Echo Sounder, ADCP and Drone Boat). It shall be conducted in the presence of at least 3(three) technical personnel to be nominated by the Purchaser for a period of at least 05(five) days excluding the travel period at the Manufacturer's premises. The Supplier shall notify about the dates and place of inspection in sufficient time to make necessary travel arrangements, including visas. The costs of attending the PSI by the Purchaser's nominated personnel shall be borne by the Supplier.

#### B. Local Inspection after shipment:

- iii) After delivery to the final destination the Supplier (the successful Bidder) shall, in sufficient time, notify the Purchaser in writing and invite the Purchaser's representatives for inspection.
- iv) After delivery to the final destination the Supplier shall include physical checking of the Goods before or after installation and functioning performance testing to be carried out with the installed equipment and software configured with required system; and such post landing inspection shall be carried out by an Inspection Team/Acceptance Committee formed by the Purchaser. During the local inspection, if applicable, shipping documents along with compliance certificate(s) issued by the overseas inspecting agency(s)

(nominated to conduct the PSI pursuant to Para A.(i) above)will be checked. Such inspection and testing shall be done at the Supplier's cost.

- v) Final acceptance of the supplied Goods shall be subject to inspection to ensure that no physical damage was sustained in transit and the technical parameters of the Goods are exactly the same as required by the Technical Specifications and quoted by the Bidder. Acceptance may require subsequent clarification (if any).
- vi) Before inspection for final acceptance, the Supplier shall have to install/configure the equipment/ accessories/software complete in all respects and ensure that each of the items of Goods is in working order with satisfactory functioning.

C. Test for Trial Operations

- vii) Sea/River Acceptance test for all Goods including hydrographic survey and navigation equipment shall be carried out by Supplier's Engineers/Technicians in the presence of the Purchaser's representatives.
- viii) After completion of inspection, the Inspection Team/Acceptance Committee shall issue a Compliance Report which is to be placed before the PE/PD for payment of invoice.

**PART 3 - Contract**

## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

**2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt and Fraudulent Practices**

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in

Paris, France.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Non waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing

language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country

prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**10 Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

- 10.3 Notwithstanding any reference to arbitration herein,
  - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of

ineligibility pursuant to the Bank's prevailing sanctions procedures)

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

**19. Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**20. Confidential**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto,

**Information**

divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition,

transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled

to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price,

as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims,

demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right

registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to

negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services

pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier,

provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS

### Bank's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

#### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

##### **“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>10</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>11</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>12</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>13</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>14</sup>
  - (v) "obstructive practice" is:

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<sup>10</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>11</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>12</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>13</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>14</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>15</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>16</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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15 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

16 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's country is: The People's Republic of Bangladesh.
<b>GCC 1.1(j)</b>	The Purchaser is: Bangladesh Inland Water Transport Authority (BIWTA) represented by the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1)
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are: BIWTA's Store, Khanpur, Narayanganj, Bangladesh
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be 2010
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Bangladesh Regional Waterway Transport Project 1, BIWTA</p> <p>Attention: Project Director  Address: Office of the Project Director, BRWTP-1, BIWTA,  BSC Tower (level-21), 2-3 Rajuk Avenue, Motijheel,  City: Dhaka- 1000  Country: Bangladesh</p> <p>Telephone: +88-02-41050564  Facsimile number: +88-02-41050565  Electronic mail address: <a href="mailto:pd.brwtp1.biwta@gmail.com">pd.brwtp1.biwta@gmail.com</a>,  <a href="mailto:mhasansalim@gmail.com">mhasansalim@gmail.com</a></p>
<b>GCC 9.1</b>	The governing law shall be the law of The People's Republic of Bangladesh
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="padding-left: 40px;"><b>(a) Contract with foreign Supplier:</b></p> <p style="padding-left: 80px;">GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p style="padding-left: 40px;"><b>(b) Contracts with Supplier national of the Purchaser's country:</b></p> <p style="padding-left: 80px;">In the case of a dispute between the Purchaser and a Supplier who</p>

	<p>is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
<p><b>GCC 13.1</b></p>	<p>Details of Shipping and other Documents to be furnished by the Supplier to the Purchaser by hand or courier with copy, if applicable, to the insurance company are:</p> <p><b><u>For Goods supplied from abroad on CIP terms:</u></b></p> <ul style="list-style-type: none"> <li>(i) Supplier's invoices showing the Contract number and title, Goods' description (with HS code), quantities, unit prices, total amount: two (2) originals and six (6) copies. Invoice must be signed in original and stamped or sealed with the Supplier's stamp/seal.</li> <li>(ii) <u>Full set of originals</u> of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and six (6) copies of non-negotiable bill of lading, <u>or</u> one (1) original and six (6) copies of non-negotiable sea waybill, railway consignment note, road consignment note, truck waybill, air waybill or multi-modal transport document showing delivery to the named place of destination in the Purchaser's country;</li> <li>(iii) Packing list identifying contents of each package: two (2) originals and six (6) copies;</li> <li>(iv) Insurance certificates showing the Purchaser as insured party: one (1) original and six (6) copies;</li> <li>(v) Manufacturer's warranty certificate: one (1) original and six (6) copies;</li> <li>(vi) Pre-Shipment Inspection (PSI) report (positive) issued by a nominated inspection agency: one (1) original and six (6) copies;</li> <li>(vii) Shipment clearance letter by the Purchaser: one (1) original and six (6) copies;</li> <li>(viii) Certificate of origin issued by the relevant authority/ organization of the source country (such as Chamber of Commerce): one (1) original and six (6) copies.</li> </ul> <p><b><u>For Goods supplied from within the Purchaser's country:</u></b></p> <ul style="list-style-type: none"> <li>(i) Supplier's invoice showing the Contract number and title, Goods' description, quantities, unit prices, total amount, inland transportation and insurance costs up to the Final Destination, and any other applicable costs under the Contract: two (2) originals and six (6) copies. Invoice must be signed in original and stamped or sealed with the Supplier's stamp/seal; and if required statement of tax payment issues provided with supporting papers.</li> <li>(ii) Waybill showing delivery to the Project Site: one (1) original and six (6) copies</li> <li>(iii) Packing list identifying contents of each package: two (2) originals and six (6) copies;</li> <li>(iv) Insurance certificate showing the Purchaser as insured party: one (1)</li> </ul>

	<p>original and six (6) copies;</p> <p>(v) Manufacturer's warranty certificate: one (1) original and six (6) copies;</p> <p>(vi) Certificate of origin issued by the relevant authority/ organization of the source country (such as Chamber of Commerce): one (1) original and six (6) copies.</p> <p><b>Notes:</b></p> <p>Original shipping documents shall be prepared in accordance with requirements of the Letter of Credit (L/C) opened by the Purchaser in favor of Supplier and, in all cases, it must be clearly mentioned that BIWTA is the importer/consignee of the Goods.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>A. Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in ( _____ )  <i>[currency(ies) of the Contract Price]</i> in the following manner:</p> <p>i) <b>On Shipment: 70%(Seventy percent)</b> of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit (L/C) opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p>ii) <b>On Delivery:10% (Ten percent)</b> of the Contract Price of the Goods delivered shall be paid through bank transfer to the Supplier's bank account, upon safe receipt of the Goods at the Final Destination and submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>iii) <b>On Commissioning: 10% (Ten percent)</b> of the Contract Price of the Goods successfully commissioned and put into operation shall be paid through bank transfer to the Supplier's bank account within thirty (30) days of commissioning of the Goods and completion of Related Services, upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>iv) <b>On Expiry of Warranty Period:remaining10%(Ten percent)</b> of the Contract Price of the Goods commissioned and put into operation shall be paid through bank transfer to the Supplier's bank account within Forty-Five (45) days upon submission of claims per the schedule below:</p> <p>a) <b>5%(Five percent)</b> of the Contract Price of the Goods commissioned and put into operation shall be paid after successful completion</p>

*of the 1<sup>st</sup> year of Warranty Period and provision by the Supplier of all kind of support services envisioned by the Contract for this period.*

- b) **5%(Five percent)**of Contract Price of the Goods commissioned and put into operation shall be paid after successful completion of the 2<sup>nd</sup> year of Warranty Period and provision by the Supplier of all kind of support services envisioned by the Contract for this period, including license/upgrading for the 3<sup>rd</sup> year's use of software provided by the Supplier.*

*Payment of local currency portion:**90% (Ninety percent)**of the local currency portion of the Contract Price of the Goods successfully commissioned and put into operation shall be made in **Bangladesh Taka (BDT)** within Forty Five (45) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered, successfully commissioned and put into operation, and that all Related Services have been performed. Remaining**10%(Ten percent)**of the local currency portion of the Contract Price of the Goods commissioned and put into operation shall be paid in Bangladesh Taka (BDT) in accordance with the schedule defined in (iv) above for the payment 'On Expiry of Warranty Period'.*

**B. Payment for Goods supplied from within the Purchaser's country:**

Payment for the Goods supplied from within the Purchaser's country shall be made in ( ) [currency(ies) of the Contract Price] as follows:

- (i) *Advance Payment On Contract Signing: 10% (Ten percent) of the Contract Price of the Goods delivered shall be paid through bank transfer to the Supplier's bank account after signing of contract upon submission equal amount of advance payment by an irrevocable bank guarantee from a schedule bank of in it's country.*
- (ii) **On Delivery: 70%(Seventy percent)** of the Contract Price of the Goods delivered shall be paid through bank transfer to the Supplier's bank account, upon safe receipt of the Goods at the Final Destination and submission of a claim supported by the documents specified in GCC Clause 13 and acceptance certificate issued by the Purchaser.
- (iii) **On Commissioning: 10% (Ten percent)** of the Contract Price of the Goods successfully commissioned and put into operation shall be paid through bank transfer to the Supplier's bank account within thirty (30) days of commissioning of the Goods and completion of Related Services, upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
- (iv) **On Final Acceptance of Goods: remaining 10%(Ten percent)** of the Contract Price of the Goods after commissioned and put into

	<p><i>operation and final acceptance by the Purchaser shall be paid through bank transfer to the Supplier's bank account within Forty Five (45) days upon submission of claim.</i></p> <p><b>C. Payment for Related Services:</b></p> <p>Payment for Related Services provided shall be made in ( _____)[<i>currency(ies) of the Contract Price</i>]as follows:</p> <p>(i) <b>On Completion: 100% (Hundred percent)</b> of the Contract Price of the Related Services performed shall be paid through bank transfer to the Supplier's bank account within thirty (30) days of completion of the Related Services, upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>sixty (60) days</b>.</p> <p>The interest rate that shall be applied is <b>1% (one percent)</b>for foreign currency portion and <b>average interbank interest rate in Bangladesh plus 1% (one percent)</b>for local currency (BDT) component of payment.</p>
<b>GCC 18.1</b>	<p>A Performance Security <b>shall be</b> required.</p> <p>The amount of the Performance Security shall be: <b>10% (Ten percent)</b> of the Contract Price. It shall be denominated in the currency or proportion of currencies in which the Contract Price is payable.</p>
<b>GCC 18.3</b>	<p>The Performance Security shall be in the form of: demand guarantee issued by a bank acceptable by the Purchaser, in accordance with the Form of Performance Security(<b>Option 1: Bank Guarantee</b>)provided in Section X. Contract Forms of the Bidding Document.</p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: not later than <b>twenty eight (28) days</b> following the date of Completion of the Supplier's Performance Obligations under the Contract <b>including Warranty obligations</b>.</p>

<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p><i>A complete packing list indicating the content of each package shall be enclosed in waterproof envelope and shall be secured to the Goods' packaging.</i></p> <p><i>In addition, each package shall be marked with indelible ink/paint in bold letters from outside on both neighboring sides of the box. Marking must be in English language according to the following format:</i></p> <p><i>Project: Bangladesh Regional Waterway Transport Project 1 (BRWTP-1)</i>  <i>IDA Credit No.: 5842-BD</i></p> <p><i>Contract No.: BRWTP-G-2</i></p> <p><i>Contract Date: _____</i></p> <p><i>Supplier: _____</i></p> <p><i>Purchaser / Consignee: Bangladesh Inland Water Transport Authority (BIWTA) represented by the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1).</i></p> <p><i>Address: Office of the Project Director, BRWTP-1, BIWTA, BSC Tower(level-21), 2-Rajuk Avenue, Motijheel, Dhaka-1000, Bangladesh</i></p> <p><i>Telephone: +88-02-41050564</i></p> <p><i>Facsimile number: +88-02-41050565</i></p> <p><i>Electronic mail address: <a href="mailto:pd.brwtp1.biwta@gmail.com">pd.brwtp1.biwta@gmail.com</a>, <a href="mailto:mhasansalim@gmail.com">mhasansalim@gmail.com</a></i></p>
<b>GCC 23.2</b>	<p><i>Brief description of the content: _____</i></p> <p><i>Country of origin: _____</i></p> <p><i>Package No.: _____ Total number of packages: _____</i></p> <p><i>Gross weight: _____</i></p> <p><i>Net weight: _____</i></p> <p><i>Upright markings, where appropriate, shall be placed on all four vertical sides of the package. Wherever appropriate the package shall be marked with words "Careful", "Front side up", "Keep in dry places", etc.</i></p> <p><i>In addition, the packing and handling/transporting shall comply strictly with other special requirements, if any specified in the Contract; and the packing shall be sufficient to withstand and be suitable, without limitation, exposure to extreme temperature, salt, precipitation and open space storage.</i></p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<b>GCC 25.1</b>	<p>Responsibility for international transportation of the Goods to the named place of destination specified in the Contract shall be as specified in Incoterms 2010. <i>The contract of carriage shall also include unloading at the named place of destination and respective costs shall be deemed included into the Contract Price.</i></p>

	<p><i>Wherever the customs clearance is involved the Purchaser shall pay, upon submission of demand note or document of reimbursable, the Customs duties (CD) and Value Added Tax (VAT) and other taxes/levies under Custom Duty Structure of Bangladesh on the imported Goods under the Contract (incurred at the named place of destination). However, customs formalities including appointment of, and payment to, clearing and forwarding (C&amp;F) agent, shall be done by the Supplier and included in the Contract Price. Port dues and all other charges including demurrage charges (if any) at port shall be at the expense of the Supplier. Such costs and charges are deemed included into the Contract Price.</i></p> <p><i>In addition, the Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such final destination, including loading/unloading, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed included in the Contract Price.</i></p> <p><i>Upon completion of customs formalities, the Supplier shall ensure that the Goods have been collected from the customs warehouse within a reasonable period. The Supplier shall bear the storage expenses if this requirement is not met.</i></p>
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <p>(a) <i>Assembly, installation, configuring, adjustment, testing, functional trial and commissioning of the Goods supplied, in accordance with requirements of the Technical Specifications.</i></p> <p>(b) <i>Phase-I in-hands Training for 20 (twenty) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems) of the Goods supplied, in accordance with requirements of the Technical Specifications.</i></p> <p>(c) <i>Phase-II in-hands Training for 10 (ten) business days of at least 6 (six) technical staff of the Purchaser on operation (including data collection, processing, volume calculation trouble-shooting and solving functional problems) of the Goods supplied, in accordance with requirements of the Technical Specifications.</i></p>
<b>GCC 26.1</b>	<p>The inspections and tests shall be: <i>as specified in the Technical Specifications – Part 3.5 (Inspection and Tests). All costs associated with inspections and tests (including PSI, PDI and acceptance testing) shall be borne by the Supplier and shall be deemed included into the Contract Price.</i></p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at: <i>locations defined in accordance with the Technical Specifications - Part 3.5 (Inspection and Tests).</i></p>

<b>GCC 27.1</b>	<p>The liquidated damage shall be: <b>0.5% (point five percent)</b> of Contract Price of delayed Goods and Related Services per week or portion of week.</p> <p>The maximum amount of liquidated damages shall be: <b>10%(ten percent)</b> of the Contract Price.</p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty (Warranty Period) shall be: <b>2 (Two) years from the date of commissioning of the Goods as evidenced by acceptance certificate issued by the Purchaser, and 3 (three) years upgrading provision for software supplied under Item No.: 6 of Lot-3.</b></p> <p>For purposes of the Warranty, the place of Final Destination shall be: <b>Narayanganj, Bangladesh</b></p>
<b>GCC 28.5</b>	<p>The period for repair or replacement shall be: <b>14(fourteen) days</b> from the date of notification.</p>

**Attachment: Price Adjustment Formula**

*(Not applicable for this contract)*

## **Section X. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### **Table of Forms**

**Letter of Acceptance**

**Contract Agreement**

**Performance Security**

**Advance Payment Security**

**Letter of Acceptance**  
*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No. No. BRWTP-G-2**

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the ***Supply of Hydrographic Survey and Related Equipment, including assembly, installation, configuring, adjustment, testing, functional trial and commissioning and training of the Purchaser's staff, viz:***

- Lot-1 (Contract No. BRWTP-G-2-01): Hydrographic Survey Equipment**
- Lot-2 (Contract No. BRWTP-G-2-02): Navigation System Equipment**
- Lot-3 (Contract No. BRWTP-G-2-03): Other Equipment and Software**

for the Accepted Contract Amount of . . . . . *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement No. BRWTP-G-2

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) ***Bangladesh Inland Water Transport Authority (BIWTA) represented by the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1)*** and having its principal place of business at *BSC Tower(level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka- 1000, Bangladesh* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., ***Supply of Hydrographic Survey and Related Equipment, including assembly, installation, configuring, adjustment, testing, functional trial and commissioning and training of the Purchaser’s staff***, and has accepted a Bid by the Supplier for the supply of those Goods and Services, namely:

- Lot-1 (Contract No. BRWTP-G-2-01): Hydrographic Survey Equipment**
- Lot-2 (Contract No. BRWTP-G-2-02): Navigation System Equipment**
- Lot-3 (Contract No. BRWTP-G-2-03): Other Equipment and Software**

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract

- (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price of . . . . .  
. . . ***[insert amount in numbers and words and name of currency]*** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *the People's Republic of Bangladesh* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[ insert identification of official witness]*

**Performance Security**  
**Option 1: (Bank Guarantee)**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary: Bangladesh Inland Water Transport Authority (BIWTA)**  
**represented by the Project Director, Bangladesh Regional Waterway Transport Project 1**  
**BSC Tower (level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka- 1000, Bangladesh**

Date: \_ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert number]* dated *[insert date]* with the Beneficiary, for the supply of **Hydrographic Survey and Related Equipment ,including assembly, installation, configuring, adjustment, testing, functional trial and commissioning and training of the Purchaser's staff, namely:**

**Lot-1 (Contract No. BRWTP-G-2-01): Hydrographic Survey Equipment**

**Lot-2 (Contract No. BRWTP-G-2-02): Navigation System Equipment**

**Lot-3 (Contract No. BRWTP-G-2-03): Other Equipment and Software**

(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

**NOT APPLICABLE**  
 NOW, THEREFORE, the condition of this obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## **Invitation for Bids**

*Copy attached with this document*

## Invitation for Bids

(ICB for Goods/ Single-Stage and Single-Envelope Bidding Process)

Memo No. 18.11.0000.181.14.192.21.xxx

Date: xx May2021

**Country:** Bangladesh

**Name of Project:** Bangladesh Regional Waterway Transport Project-1 (*Dredging in Chittagong-Dhaka-Ashuganj IWT corridor along with associated linked routes and construction of terminal with allied infrastructure*)

**IDA Credit No.:** 5842-BD

**Contract Title:** Procurement of Hydrographic Survey and Related Equipment

Reference No.: BRWTP-G-2

1. The People's Republic of Bangladesh has received financing from the World Bank toward the cost of the "Bangladesh Regional Waterway Transport Project-1(BRWTP-1)" and intends to apply part of the proceeds toward payments under the contracts for the procurement of Hydrographic Survey and Related Equipment.
2. Bangladesh Inland Water Transport Authority (BIWTA) under Ministry of Shipping, Government of the People's Republic of Bangladesh now invites sealed bids from eligible Bidders for supply of Hydrographic Survey and Related Equipment under three Lots of contract mentioned below.

Lot & No.	Name of Goods required	Quantity	Location of Delivery	Delivery Period	Margin of preference
<b>Lot-1: BRWTP- G-2-01</b>	<b>Hydrographic Survey Equipment</b>	As stated in Schedule of Requirements	Narayanganj, Bangladesh	As stated in Schedule of Requirements	Shall not apply
<b>Lot-2: BRWTP- G-2-02</b>	<b>Navigation System Equipment</b>	As stated in Schedule of Requirements	Narayanganj, Bangladesh	As stated in Schedule of Requirements	Shall not apply
<b>Lot-3: BRWTP- G-2-03</b>	<b>Other Equipment and Software</b>	As stated in Schedule of Requirements	Narayanganj, Bangladesh	As stated in Schedule of Requirements	Shall not apply

Quantities, locations of supply and delivery period in detail have been described in the bidding document.

3. The bidding document describes three types of **Equipment and Related Services** to be procured under above three (3) Lots- each Lot will be treated as separate contract. The Bidders may bid for any number of Lots as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid. The Bidder shall have required eligibility and qualifications as stated in the Bidding document.

4. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, version January 2011/ revised July 2014* ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.
5. Interested eligible bidders may obtain further information from Mr. Mahmud Hasan Salim, Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1), BIWTA and inspect the bidding documents during office hours from 09:00 to 17:00 Hours BST (GMT+6) at the Office of the Project Director at the address given below.
6. A complete set of bidding documents in English may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a non-refundable fee of 8,500.00 in Bangladesh Taka **or** 100.00 in US Dollar. The method of payment will be Cashier's Check or Bank Draft/Pay Order drawn on a local scheduled bank located in Dhaka in favor of "**BRWTP-1**". For overseas delivery, the bidder may obtain the bidding documents through their authorized local representative or through any international courier service provider who will collect the same from Office of the Project Director.
7. Bids must be delivered to the address below on or before **14:00** Hours BST (GMT+6), **28 June 2021**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below on **28 June 2021** at **14:30** Hours BST (GMT+6). No bidding document will be issued from the Office of the Project Director on the date of submission.
8. All bids must be accompanied by a "Bid Security" of amount stated below:

Ref. Package#	Lot & No.	Amount of Bid Security
BRWTP-G-2	LOT-1: No. BRWTP-G-2-01	<b>US\$ 50,000.00 (US Dollar Fifty thousand)</b> Or, Equivalent amount in Bangladesh Taka
	LOT-2: No. BRWTP-G-2-02	<b>US\$ 5,000.00 (US Dollar Five thousand)</b> Or, Equivalent amount in Bangladesh Taka
	LOT-3: No. BRWTP-G-2-03	<b>US\$ 7,000 (US Dollar Seven thousand)</b> Or, Equivalent amount in Bangladesh Taka

Or,

All bids must be accompanied by a Bid Security Declaration in the prescribed Form.

9. A Pre-bid meeting shall be held at the Conference Room (6th Floor) at "BIWTA" Building, 141-143 Motijheel C/A, Dhaka-1000, Bangladesh on **07 May 2021 at 11.00** Hours, BST (GMT+6 hours).

10. The Procuring Entity reserves the right to accept or reject any or all Bids without any reasons thereof.

11. The address referred to above is:

**Mahmud Hasan Salim**

Project Director, BRWTP-1 Project

(Director, BIWTA)

BSC Tower (Level-21), 2-3 Rajuk Avenue, Dhaka-1000, Bangladesh

Telephone: +88-02-57160952

Facsimile: +880-02-57160953

E-mail: [pd.brwtp1.biwta@gmail.com](mailto:pd.brwtp1.biwta@gmail.com); mhasansalim@gmail.com